



Town of Groton, Connecticut

Meeting Agenda

45 Fort Hill Road
Groton, CT 06340-4394
Town Clerk 860-441-6640
Town Manager 860-441-6630

Town Council Committee of the Whole

Mayor Bruce Flax, Councilors Dean G. Antipas, Diane Barber, Greg Grim, Rich Moravsik, Karen F. Morton, Bonnie Nault, Deb Peruzzotti, and Harry A. Watson

Tuesday, June 13, 2017

6:00 PM

Town Hall Annex - Community Room 1

REGULAR MEETING

1. CALL TO ORDER

2. ROLL CALL

3. Calendar and Communications

4. Approval of Minutes

2017-0148 Approval of Minutes (Committee of the Whole)

RESOLUTION ACCEPTING COMMITTEE OF THE WHOLE MINUTES

RESOLVED, that the minutes of the Town Council Committee of the Whole meeting of May 23, 2017 are hereby accepted and approved.

5. UNFINISHED BUSINESS

6. NEW BUSINESS

2017-0156 Joint Purchasing Programs

2017-0150 Property Tax Abatement Committee

2017-0141 Par Four Lease Renewal
(Potential Executive Session)

2017-0151 Noank Aquaculture Lease Renewal

2017-0155 Librarian I Job Descriptions

2017-0006 Labor Negotiations (2017 Standing Referral)
(Potential Executive Session)

2017-0075 Disposition of William Seely School Property
(Potential Executive Session)

2017-0158 Economic Development Logo/Brand Identity Competition
Award Endorsement

2016-0198 FYE 2017 Fire District PILOT

2017-0159 Colonel Ledyard School Site

7. Consideration of Committee Referral Items as per Town Council Referral List

8. OTHER BUSINESS

9. ADJOURNMENT

MEMORANDUM

TO: Town Council

FROM: Mark R. Oefinger, Town Manager ^{MRO}

DATE: June 8, 2017

SUBJECT: Agenda Report for June 13, 2017 Committee of the Whole Meeting

6. NEW BUSINESS

2017-0156 Joint Purchasing Programs

Attachment 1 is a staff referral memo from Cindy Landry, Finance Director, and Eileen Cardillo, Purchasing Agent, seeking authorization for the purchasing agent to participate in joint purchasing programs without conducting a separate bid process. The referral memo provides background concerning the purchasing procedures which are currently in place including a provision in the Town Charter, the existence of a purchasing manual and an authorization that the Town Council made in August 2002 allowing the purchasing agent to purchase commodities using the state contract list without conducting a bid. Over the years other purchasing consortiums and programs have been established by other governmental organizations. The purpose of this referral is to seek authorization that would allow the purchasing agent to purchase commodities from these other joint purchasing programs including but not limited to the Regional Council of Governments, CCM, the Connecticut Association of Boards of Education and any other public agency including municipalities or other non-profit organizations, the members of which are public bodies. If authorized, the Town could potentially realize savings in both money and time and not having to conduct duplicate bids for commodities that these other organizations have already completed the bid process for.

2017-0150 Property Tax Abatement Committee

Attachment 2 is a staff referral memo from Cindy Landry, Finance Director, and Melissa McGuire, Tax Collector, concerning the need for the Town Council to establish a Property Tax Abatement Committee in order to approve/deny tax payer's request for abatement of taxes for those poor and unable to pay. As noted in the referral memo, in February 2002, the Council adopted a resolution providing a means for the abatement of taxes for persons who are poor and unable to pay. Recently, the Town received an application for the abatement of taxes under this program. Over the years we have received very few inquiries concerning this program. A number of years ago, the Town Council did away with a number of standing committees including a Finance Committee which had previously been designated as the committee to hear these types of requests. As a result, we do not currently have a standing abatement committee as required by statute. The purpose of this referral is to request that the Council designate members of a Property Tax Abatement Committee to approve/deny requests for tax abatements. Once the abatement committee has been established, the application will be forwarded to the committee for review. A number of different alternatives exist for the committee and could potentially

include designating the Committee of the Whole as said committee, the Personnel and Appointments Committee and/or the establishment of some other standing committee made up of a number of Town Council members.

2017-0141 Par Four Lease Renewal (Potential Executive Session)

The purpose for having this item on the agenda is to provide an update to the Council as to our most recent discussions with the owners of the Par Four Restaurant. This item was discussed at the last regular Committee of the Whole meeting. Since that time, Town staff have met with the owners of Par Four, their attorney and accountant, at which time the owners were advised that the Council had recently been briefed on the status of our ongoing negotiations and that the Council may be interested in going out to bid or soliciting requests for qualifications. The owners have been advised that the Council will be discussing this item at their meeting on June 13th and have been invited to attend. It is recommended (due to the nature of this item) that the Council go into executive session; first to allow staff to provide the Council with a brief update to the status of our discussions with the Par Four owners and at some point the Par Four owners be invited into the executive session for further discussion.

2017-0151 Noank Aquaculture Lease Renewal

Attachment 3 is a staff referral memo from Eileen Cardillo, Purchasing Agent, concerning the renewal of the lease that the Town has with the Noank Aquaculture Cooperative Corporation. The cooperative has leased the facility at 100 Main Street in Noank from the Town of Groton since December 2006. James Markow, President of the cooperative, has notified the Town of his intention to renew the lease for an additional 5 year term per paragraph 18, renewable options. The lease renewal stipulates the rent will increase by the CPI of not more than 10% annually. As a result, the annual rent will increase from \$12,000 to \$13,200 for the first year and annually based on paragraph 18.1. Additionally, the additional shellfish seed fee provided to the Groton Shellfish Commission will increase by the same CPI percentage from \$5,000 to \$5,500 with annual increases during the renewal term. The purpose of having this item on the agenda is to seek Council approval of the proposed lease renewal and to extend an invite to the Council, either as a whole or as individual members, for a tour of the facility. Since the renewal provisions were originally laid out in the original lease agreement, I do not believe it would be necessary for the Council to go into executive session concerning this item.

2017-0155 Librarian I Job Descriptions

Attachment 4 is a staff referral memo from Bob Zagami, Director of Human Resources, concerning a request to change the educational and experience requirements for the Librarian I Circulation and Librarian I Public Services job descriptions. As noted, these descriptions were updated in 2015 and our recent experience suggests that both the educational and experience requirements of these positions need to be modified. The current job descriptions require a Master's Degree in Library Science and it is recommended that this be modified to read a

Bachelor's Degree and two years of library experience or a Master's Degree in Library Science. Both the current and proposed revised job descriptions are included for reference purposes.

2017-0006 Labor Negotiations (2017 Standing Referral) (Potential Executive Session)

On Tuesday, June 6th we were notified by the Groton Municipal Employees Association (GMEA) that their membership had approved the tentative agreement between the Town and their association. This successor collective bargain agreement covers the period July 1, 2016 through June 30, 2019. Upon approval of the Town Council, the agreement will be effective July 1, 2016, with general wage increases retroactive to that date. The purpose of having this item on the agenda is to review the tentative agreement and seek the Council's approval of said agreement. Bob Zagami, Director of Human Resources, will be present and due to the nature of the subject matter, it is recommended that this item be discussed in executive session. For reference purposes the GMEA is comprised of 79 members and the most critical issues addressed in this negotiation involved healthcare and wages.

2017-0075 Disposition of William Seely School Property (Potential Executive Session)

The purpose of having this item on the agenda is to provide the Council with an update as to recent discussions that we have had with a number of potential interested parties that have recently expressed interest in acquiring the William Seely School property. Due to the subject matter of this referral, it is recommended that this discussion take place in executive session.

2017-0158 Economic Development Logo/Brand Identity Competition Award Endorsement

Attachment 5 is a staff referral memo from Jon Reiner, Director of Planning and Development, and Paige Bronk, Economic and Community Development Manager, concerning this referral. As noted, OPDS and the Groton Business Association (GBA) have recently conducted an economic development "brand identity" contest to find a logo and slogan for marketing Groton. The purpose for having this item on the agenda is to explain the process that has been utilized to solicit proposals from the public and how and why the preferred logo has been selected. The Council is being requested to endorse the committee's preferred selections concerning the logo and selected slogan.

2016-0198 FYE 2017 Fire District PILOT

When the Council approved the FYE 2017 Fire District PILOT Funding they indicated that prior to funding being distributed that they would like to meet with representatives of each of the Fire Districts. At this time, neither Center Groton nor the Mystic Fire Department (Attachment 6) has met with the Council. The purpose of having this item on the agenda is to determine whether or not the Council would like to encumber the remaining dollars prior to the end of the year for future distribution; distribute the dollars without meeting with the Fire Districts or close out the account. In addition, given that the Council over the last couple of years has desired to meet with the various Fire Districts prior to distribution of the funding, it would be helpful if the Council could advise whether or not they would like to do the same prior to the

FYE 2018 funding is distributed, or whether the funding should be distributed without meeting with the individual districts. Attachment 7 is an excerpt of the FYE 2018 budget showing the distribution of PILOT funding by district.

2017-0159 Colonel Ledyard School Site

Attachment 8 is a letter from Groton City Mayor Hendrick indicating the City's desire to terminate its lease with the Town of the school site.

MRO:lh

TOWN OF GROTON
Inter-Department Memo

FINANCE DEPARTMENT

Date: June 7, 2017

To: Mark R. Oefinger, Town Manager

From: Cindy Landry, Finance Director
Eileen Cardillo, Purchasing Agent

Subject: Participation in Joint Purchasing Programs
Resolution Authorizing Purchasing Agent to Purchase Commodities in Joint
Purchasing Programs
Referral #2017-0156

Issue:

Authorization for the Purchasing Agent to participate in joint purchasing programs without conducting a separate bid process.

Background Data:

The Town Charter (Section 9.10.2.1) states that "*Purchases shall be made under rules and regulations as may be established by the Council, subject to the provision of CGS*".

The Town of Groton also has a Purchasing Manual which has been in use since June 1984. Periodically it is updated to reflect changes in the Charter or State statutes.

In August 2004 the Council adopted resolution 2004-0237 authorizing the Purchasing Agent to purchase commodities using the State contract list without conducting a bid. We would like to expand this to include other joint purchasing programs such as the Regional Council of Governments, the Connecticut Conference of Municipalities, the Connecticut Association of Boards of Education or any other public agency, including municipality or municipalities, or other nonprofit organization the members of which are public bodies. The Town realizes savings in both money and time in not conducting duplicate bids for commodities that these organizations have already completed the bid process.

Alternatives:

- 1) Adopt the attached resolution authorizing the Purchasing Agent to purchase commodities from Joint Purchasing Programs.
- 2) Do not adopt the attached resolution and thereby direct the Purchasing Agent to request bids on all purchases at the dollar threshold except for the State's Contract List.

Staff Recommended Option:

Staff recommends option #1

Attachments:

1. Town Charter Section 9.10.2.1; *Restrictions on purchasing*
2. Resolution 2004-0237 adopted August 17, 2004; *Authorizing Purchasing Agent to purchase commodities on State contract list without conducting a bid*

CHARTER

TOWN OF GROTON, CONNECTICUT



Adopted November 4, 2008
Effective January 3, 2009

GROTON TOWN CHARTER

Sec. 9.8 Tax Bills.

It shall be the duty of the Tax Collector to prepare and mail to each taxpayer, before the date when taxes are due and payable, a tax bill the form of which shall be acceptable to the Commissioner of Revenue Services.

Sec. 9.9 Assessment and Collection of Taxes.

Except as specifically provided in the Charter, the assessment of property for taxation and the collection of taxes shall be carried on as provided in the CGS.

Sec. 9.10 Expenditures and Accounting.

9.10.1 General.

No purchase shall be made by any department, ABC, or officer of the Town other than the BOE, the Probate Court, except through the Purchasing Agent and such purchases shall be made under such rules and regulations as may be established by the Council. The Director of Finance shall record the amounts of authorized purchases and contracts for future purchases as encumbrances against the appropriation from which they are to be paid.

9.10.2 Approval by Director of Finance.

No voucher, claim or charge against the Town shall be paid until the same has been audited by the Director of Finance or the Director's agent and approved by him/her for correctness and legality. Checks shall be drawn by the Director of Finance for the payment of approved claims which shall be valid only when countersigned by the Treasurer. The Council may make provision, by resolution, for other town officials, or town or BOE employees to sign and countersign checks in the absence or inability to act of either the Director of Finance or the Treasurer, or both, subject to such conditions as the Council may impose.

9.10.2.1 *Restrictions on purchasing.* Purchases shall be made under such rules and regulations as may be established by the Council, subject to the provisions of CGS.

9.10.3 Method of making Payments.

The Director of Finance shall prescribe the time at which and the manner in which persons receiving money on account of the Town shall pay the same to the Town Treasurer.

9.10.4 Council Approval before exceeding Budgetary item.

The several departments, commissions, officers and boards of the Town shall not involve the Town in any obligation to spend money for any purpose in excess of the amount appropriated therefor until the matter has been approved and voted by the Council and each order drawn upon the Treasurer shall state the department, commission, board or officer or the appropriation against which it is to be charged. When any department, commission, board or officer shall desire to secure a transfer of funds in its or his/her appropriation from funds set apart for one specific purpose to another, before incurring any expenditure therefor, such department, commission, board or officer shall make application to the Town Manager whose duty it shall be to examine into the matter, and upon approval of the Council such transfer may be made but not otherwise.

9.10.5 Council Authority for Transfer of Funds.

Upon the request of the Town Manager, but only within the last three (3) months of the fiscal year, the Council may by resolution transfer any unencumbered appropriations, balance or portion thereof from one department, commission, board or office to another.

In no instance shall appropriations for debt service or other statutory charges be transferred to other purposes. Transfers of ten thousand dollars (\$10,000) or more shall become effective only after they have been adopted by the RTM by the vote of the majority of those present and entitled to vote at such meeting.

9.10.6 Supplemental appropriations.

Additional appropriations over and above the total Budget may be made from time to time by the Council, except as otherwise provided in this Charter, upon recommendation of the Town Manager and certification from the Director of Finance or his/her agent as approved by the Town Manager that there is available an unappropriated and unencumbered surplus in general fund to meet such appropriations.



Town of Groton, Connecticut

Text File

45 Fort Hill Road
Groton, CT 06340-4394
Town Clerk 860-441-6640
Town Manager 860-441-6630

Introduced: 7/14/2004

File Number: 2004-0237

Version: 3

Status: Passed

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO PURCHASE COMMODITIES FROM THE STATE OF CONNECTICUT CONTRACT LIST WITHOUT CONDUCTING THE BID PROCESS SET OUT AT SECTIONS 7.2.4.2 OF THE CHARTER

WHEREAS, the State of Connecticut (the "State") has a long-standing practice by which it solicits bids for various commodities to be used for both its own operations and those of the State's municipalities, including for example such products as asphalt, catch basins, tools, tires and tubes and other motor vehicle parts, and the like; and

WHEREAS, the State lists the contracts it lets for the purchase of said commodities and their expiration dates on a document entitled "State of Connecticut Contract List" ("Contract List"), which it periodically revises as contracts expire and new ones are executed; and

WHEREAS, the State requires the successful bidders whose names appear on the Contract List to agree to sell their commodities to municipalities on the same terms on which they sell them to the State; and

WHEREAS, the Town of Groton has for many years purchased commodities from vendors on the Contract List pursuant to the contracts awarded by the State to those vendors without conducting the bid process that might otherwise have been applicable to many of the commodities so purchased pursuant to Charter Section 7.2.4.2; and

WHEREAS, the Town has derived great benefit from making said purchases without conducting its own bid process in terms of price and efficiency resulting in savings of money and time in acquiring goods required by various town departments to perform their functions; and

WHEREAS, a question recently has arisen whether the Town's long-standing practice of purchasing commodities off the Contract List without conducting its own bid process is consistent with the terms of Charter Section 7.2.4.2, which provides in pertinent part, "if any purchase or contract involves the expenditure of Five Thousand Dollars (\$5,000.00) or more, the purchasing agent, unless it shall be determined by the town council to be against the best interest of the town, shall invite sealed bids or proposals, giving ten (10) days' public notice by publication at least once in a daily newspaper . . ."; and

WHEREAS, the above-quoted portion of Charter Section 7.2.4.2 expressly allows the Town Council to waive the bid process when it determines that to conduct the process would "be against the best interest of the town"; and

WHEREAS, the Town Attorney is of the opinion that the Town's long-standing practice is sanctioned by the Charter, particularly because of the length of time for which it has been going on, which is strong evidence of the proper interpretation of the Charter, there has been no official determination that the practice is authorized; and

WHEREAS, the Town Council believes that it would be beneficial to eliminate any doubt as to the propriety of the practice; and

WHEREAS, the Town Council finds that the purchase of commodities from the Contract List fulfills the purposes of the Charter's bidding requirements and results in efficiencies and savings to the Town that would be lost if the Town were required to conduct a bid process every time it sought to purchase a commodity as to which the State has already conducted a bidding process.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GROTON that,



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**RESOLUTION AUTHORIZING THE PURCHASING AGENT TO PURCHASE COMMODITIES FROM THE
STATE OF CONNECTICUT CONTRACT LIST WITHOUT CONDUCTING THE BID PROCESS SET OUT AT
SECTIONS 7.2.4.2 OF THE CHARTER**

pursuant to the powers provided to it by Charter Section 7.2.4.2, it determines that it would be against the best interest of the Town to require the purchasing agent to conduct a bidding process to obtain commodities for which the State has already conducted a bidding process and awarded contracts listed on the Contract List, and it thereby authorizes the purchasing agent to continue his practice of purchasing commodities on said list without conducting his own bid process, when to do so would be in the best interest of the Town and would result in cost saving to the Town.

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO PURCHASE
COMMODITIES FROM JOINT PURCHASING PROGRAMS WITHOUT CONDUCTING
THE BID PROCESS

WHEREAS, the Town of Groton has for many years purchased commodities from vendors on the State Contract List pursuant to the contracts awarded by the State to those vendors without conducting the bid process; and

WHEREAS, the Town has derived great benefit from making said purchases without conducting its own bid process in terms of price and efficiency resulting in savings of money and time in acquiring goods required by various town departments to perform their functions; and

WHEREAS, by expanding the purchase of commodities to include other joint purchasing programs such as Regional Council of Governments, Connecticut Conference of Municipalities, Connecticut Association of Boards of Education or any other public agency, including a municipality or municipalities, or other nonprofit organizations the members of which are public bodies;

RESOLVED, that the Purchasing Agent is authorized to purchase commodities from other joint purchasing programs without conducting our own bid process when to do so would result in cost savings to the Town.

TOWN OF GROTON
TAX DIVISION
45 FORT HILL RD., GROTON, CT 06340

TO: Mark Oefinger, Town Manager

FROM: Cindy Landry, Finance Director
Melissa McGuire, Tax Collector

SUBJECT: Property Tax Abatement Committee
Referral, #2017-0150

DATE: June 6, 2017

Issue:

Should the Town Council establish a Property Tax Abatement Committee in order to approve/ deny taxpayers request for abatement of taxes for those poor and unable to pay.

Background Data:

On February 5, 2002 resolution 2001-0228 was adopted by the Town Council. This resolution provides a means for the abatement of taxes for persons who are poor and unable to pay under CGS 12-124. Per CGS 12-124 requests for the abatement of taxes are to be approved by an Abatement Committee.

The Town has received an application for the abatement of taxes however we currently do not have a standing Abatement Committee as required by statute. This referral is to request that the Council designate members to a Property Tax Abatement Committee to approve/deny requests for Tax Abatement. Once the Abatement Committee has been established the application will be forwarded to the committee for review.

Below are some of the major requirements of the Town of Groton's tax abatement program for those poor and unable to pay:

- 1) that the applicant meet with the Assessor, Tax Collector and Human Services Director to determine if there are other avenues of resolving this issue short of a tax abatement,
- 2) that the abatement pertain to a dwelling that is the primary residence of the applicant,
- 3) the household income must not exceed the current poverty threshold as determined by the U.S. Department of Health and Human Services and,
- 4) that an annual application be filed for an abatement.

Alternatives:

- 1) Designate Council members to a Property Tax Abatement Committee
- 2) Do nothing

Recommendation:

Staff recommends Alternative #1

Attachments:

1. Resolution 2001-0228 adopted February 5, 2002
2. CGS 12-124 as amended
3. Tax Abatement Procedures & Petition

GROTON TOWN COUNCIL TAX ABATEMENT PROCEDURES

For those that are Poor and Unable to Pay

(Approved by Town Council resolution on February 5, 2002)

Pursuant to Section 12-124 of the Connecticut General Statutes the Groton Town Council may abate local property taxes under certain circumstances. The abatement petition and all documents regarding it shall constitute a public record and be available for public inspection.

1. For the purpose of determining eligibility for this tax abatement program, income from all sources must be documented included but not limited to salaries, wages, interest, rents, capital gains, social security, unemployment, inheritances, and family contributions.
2. The petition for tax abatement must apply to the principal place of residence of which a residency requirement of at least 250 days (8 months) per year is required.
3. Before submitting a petition for an abatement* to the Town Council, the petitioner must (a) apply to the Assessor to determine eligibility for assessment exemptions to which the petitioner may be entitled, and (b) meet with the Tax Collector or his designated representative about payment schedules or other tax programs to try to resolve the debt, and (c) meet with the Human Services Director to determine if the petitioner qualifies for any financial assistance.
4. Annually the petitioner must submit the completed, notarized "Tax Abatement Petition" to the Finance Director, Town of Groton, 45 Fort Hill Road, Groton, Connecticut 06340, in order to be considered by the Council. If the tax liability is shared among other owners, heirs, etc., then each person must submit a completed petition. Documentation and forms from earlier petitions for abatement may not be used in the new petition but shall be considered along with the new petition.
5. Those petitions that are complete and provide all of the required documentation will be forwarded to the Town Council's Finance Committee, through the Town Manager's Office, along with all pertinent supporting documentation.
6. The Town Council shall not accept:
 - a. petitions for abatement which are incomplete or lack any required documentation; or
 - b. petitions for abatement where the household income exceeds the current poverty threshold, as defined by the U. S. Department of Health & Human Services, or
 - c. petitions for abatement on motor vehicles; or
 - d. petitions for abatement on investment property or personal property owned by individuals; or
 - e. petitions for abatement if the petitioner accepted the obligation in the deed or title documents; or
 - f. petitions for abatement while an appeal is pending on a property assessment; or

- g. petitions for abatement if the property is the subject of an action for foreclosure in any court or is the subject of an action for a tax sale; or
 - h. petitions for abatement where the property and grand list year(s) involved are already the subject of an assessment deferral, abatement, or other tax agreement, or a planned development district, planned development unit, or land disposition agreement, to which the Town is a party; or
 - i. requests for reconsideration of abatement petitions previously denied by the Council, unless additional evidence is forthcoming.
7. All complete abatement petitions shall be reviewed at a meeting of the Town Council's Finance Committee. Written notice of the meeting will be mailed to the petitioner. The petition will be denied if the petitioner twice fails to appear. Abatements approved by the Finance Committee shall be forwarded to the Town Council for formal approval.
8. Petitioners must provide with the petition forms a copy of their federal income tax return(s) for each member of the household for each year for which an abatement is requested. Petitioners may be required to provide additional documentation to explain or substantiate information obtained by the Finance Committee.
9. Petitioners must promptly deliver to the Finance Director written notice of any material changes in their financial condition, changes in their interest in the property, or legal actions pertaining to the property, until such time as the signed documents in procedure #10 below have been filed with the Finance Director (if the petition was approved), or until the petition is denied by the Finance Committee/Town Council.
10. Abatements approved by the Town Council shall also require the petitioner(s), before the abatement may go into effect, to enter into an agreement with the Town of Groton to provide periodic reports regarding ownership of the property to the Tax Collector.

*Note: The term "abatement" is defined as the process of reducing or eliminating taxes which would normally be due and payable. It refers here to property taxes or interest, lien fees, collection and attorney fees associated with those taxes, and may be applied to include the elimination, reduction, or deferral of these obligations, or assessment exemptions, as appropriate. These procedures do not apply to abatements requested for development property under C.G.S. Sec. 7-498.

PLEASE KEEP THIS PAGE FOR YOUR
INFORMATION.
Do not submit it with your petition.

GROTON TOWN COUNCIL TAX ABATEMENT PROCEDURES

Information Needed:

1. Proof of all household income.
2. Copy of Federal Income Tax Return for each year abatement is requested (i.e. each year of back taxes).
3. If disabled, a copy of Social Security Disability, VA or other agency documentation proving disability.
4. Copy of deed and mortgage documents.
5. If you have applied for a loan from a bank or any other institution, you need a copy of the letter of application.
6. Copy of foreclosure notice (if applicable).
7. Copy of each lien, attachment or encumbrance.
8. If you have obtained financial planning assistance from a government or private agency, attach a letter or other document from the agency.
9. Provide amount of money you have in cash and savings account(s).
10. Provide total face value and cash value of insurance and annuity policies you own.
11. Proof of all stocks, bonds and other securities.
12. Provide proof of other investments (except real estate) such as coins, precious metals. (Attach a recent appraisal for each investment.)
13. Provide list of each business you have an interest as sole proprietor. (Attach most recent audited financial statements for the firm.)
14. Attach a copy of each contract you have with the Town to provide goods or services.
15. Attach a copy of any trusts (covenant, assignments or agreements) for which you are a beneficiary.
16. If you are the beneficiary of a will submitted to Probate, attach a copy of the inventory filed with the estate.
17. Attach a copy of the relevant papers if you are the plaintiff in any current claim or lawsuit for damages, lost income, etc.
18. Attach a copy of the registration for each vehicle (car, camper, motorcycle, boat, plane) you own.
19. Miscellaneous Debts: List all debts over \$200 (except the mortgage and taxes on your home).
20. Income: For each Grand List for which you are seeking an abatement, list your gross pay (salaries, wages, etc.), Investment Income (interest, rents, capital gains, etc.) and Other Income (Social Security, unemployment, inheritances, family contributions, etc.). Attach income tax returns, W-2 forms, 1099 forms, etc. to document all income.
21. Income this year: Estimate your income for this year using the same as in #20. Attach pay stubs.
22. Average monthly expenses: Estimate your typical monthly expenses for this year. Attach current bills.

Town of Groton
Tax Abatement Petition
Residential Property

1. Name _____
2. Home Address _____
(Street, City, State, Zip Code)
3. Soc. Sec. # _____ 4. Daytime Tel. # _____
5. Date of Birth _____ 6. Are You Disabled? _____
If "yes", ATTACH a copy of your Social Security, V.A., or other agency
document attesting to your disability.
[Note: This information is requested to help determine eligibility for tax
assistance programs.]
7. Employment Status: Employed _____ Unemployed _____ Retired _____
Provide the information indicated about your current job if you are employed.
Otherwise, report on your last job.

Employer _____ Hours Per Week _____
City, State _____ # Years There _____
Job Title _____ Annual Salary \$ _____
8. Street Address of the Property For Which an abatement Is
Requested _____ 9. Number of Units _____
10. Date You Acquired Property _____ 11. Price \$ _____
12. Mortgage? _____ If "yes", when will it be paid off? _____
ATTACH a copy of the deed and mortgage documents.
13. Government Assistance. Have you ever before applied for or received
abatements or other government assistance for any property located in
Groton? _____ If "yes", explain below:

14. Other Financial Assistance. Have you applied to a bank or other institution
for financial assistance? _____ If "yes", ATTACH a letter or other
document from the institution showing the results of its review.

15. Exemptions and Tax Reductions. You must meet with the Assessor or his representative to apply for any exemptions or tax reductions for which you are eligible. ATTACH a document from the Assessor showing the results of the review.
16. Taxes Due on the Property. List below the Grand list Years and amount of Taxes, Interest, and Lien Fees due on the property for which an abatement is requested.

<u>Year</u>	<u>Taxes</u>	+	<u>Interest</u>	+	<u>Lien Fees</u>	=	<u>Total Due</u>
_____	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____
_____	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____
_____	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____
_____	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____
Totals	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____

17. Total Abatement Requested: \$ _____

18. Poor And Unable To Pay. Why do you feel you are poor and unable to pay these taxes, interest, or lien fees?

19. Back Taxes. Were any of these taxes due on the property when you acquired it? _____

20. Town Collection Efforts. Has the Town of Groton referred your tax accounts to an attorney for collection? _____ You must meet with the Tax Collector or his representative to try to settle you tax accounts. ATTACH a document from the Tax Collector showing the results of the review. What efforts are you making to try to settle with the Town?

21. Pending Foreclosures. Is anyone (Town, bank, WPCA, mortgage company, creditors, etc.) trying to foreclose on this property? _____ If "yes", list each. ATTACH a copy of the notice you received from the sheriff or creditor.

a. Name _____ Date _____
Reason _____ Amount \$ _____

b. Name _____ Date _____
Reason _____ Amount \$ _____

22. Liens, Attachments, Encumbrances. List all outstanding liens (except Town tax liens), attachments, and encumbrances on the property for which you are requesting an abatement. For each, list the name of the person or organization you owe, the date and amount of the lien, attachment, or encumbrance, and the volume and page number in the Groton Land Records. ATTACH a copy of each document.

a. Name _____
Date _____ Amount \$ _____ Volume _____ Page _____

b. Name _____
Date _____ Amount \$ _____ Volume _____ Page _____

c. Name _____
Date _____ Amount \$ _____ Volume _____ Page _____

d. Name _____
Date _____ Amount \$ _____ Volume _____ Page _____

e. Name _____
Date _____ Amount \$ _____ Volume _____ Page _____

f. Name _____
Date _____ Amount \$ _____ Volume _____ Page _____

23. You must meet with the Human Services Director to determine if you are eligible for this type of financial assistance. Please ATTACH documentation from the Human Services Director showing the results of this review.

24. Financial Planning Assistance. Have you obtained financial planning assistance from a government or private agency? _____ If "yes", ATTACH a letter or other document from the agency showing how this may affect your ability to meet your current or future tax obligations.

25. Cash and Savings. Show the amount of money you have in each.

Checking \$ _____ Savings \$ _____ I.R.A./Keogh \$ _____

Certificates of Deposit \$ _____ Money Market \$ _____

U.S. Savings Bonds \$ _____ Other \$ _____ Cash \$ _____

26. Insurance and Annuities. List the total face value and cash value of insurance and annuity policies you own. ATTACH a company statement showing the value of each policy.

Insurance: Face \$ _____ Cash \$ _____

Annuities: Face \$ _____ Cash \$ _____

27. Stocks, Bonds, Other Securities. List the total value of your stocks, bonds, and other securities. ATTACH statements from the companies or your broker showing what you own and the current market value of your holdings.

Stocks \$ _____ Bonds \$ _____ Other _____

28. Other Investments (except real estate). Show the type of thing you have invested in (such as stamps, coins, antiques, precious metals, etc. ATTACH a recent appraisal for each investment.

29. Businesses. List each business you have an interest in as a sole proprietor, partner, or investor (except those listed above). ATTACH the most recent audited financial statements for the firm.

Name _____ Interest (\$ or %) _____

Name _____ Interest (\$ or %) _____

30. Town Contracts. List each contract you have with the Town to provide goods or services. ATTACH a copy of each.

Dept. _____ Date _____ Amount \$ _____

Dept. _____ Date _____ Amount \$ _____

31. Trusts. Are you the beneficiary of a trust or other covenant, assignment, or agreement? _____ If "yes", ATTACH a copy of it.

32. Will. Are you the beneficiary of a will submitted to Probate? If yes, ATTACH a copy of inventory filed with the estate.
33. Claims and Lawsuits. Are you the plaintiff in any current claim or lawsuit for damages, lost income, etc.? _____ If 'yes', ATTACH a copy of the relevant papers.
34. Vehicles. List each vehicle (car, camper, motorcycle, boat, plane) you own. ATTACH a copy of the registration for each.
- a. Auto: Year _____ Manufacturer _____ Model _____
Purchase: Year _____ Price _____
- b. Auto: Year _____ Manufacturer _____ Model _____
Purchase: Year _____ Price _____
- c. Other: Year _____ Manufacturer _____ Model _____
Purchase: Year _____ Price _____
35. Real Estate. Provide the information specified for each property you own (except the property involved in this petition for an abatement). ATTACH a copy of the deed and mortgage documents for each property listed.
- a. Address _____ Price \$ _____
Property Type: Residential _____ Commercial _____ Mixed _____
- b. Address _____ Price \$ _____
Property Type: Residential _____ Commercial _____ Mixed _____
36. Miscellaneous Debts. List below all debts over \$200 (except the mortgage and taxes on your home). Include loans, credit cards, overdue income taxes, utilities, and other (doctor, hospital, etc.). For each show the name of the person you owe and the debt amount. Attach a copy of the most recent statement for each debt, including co-signed obligations.
- a. Name _____ Debt \$ _____
- b. Name _____ Debt \$ _____
- c. Name _____ Debt \$ _____
- d. Name _____ Debt \$ _____

Miscellaneous Debts (Continued)

- e. Name _____ Debt \$ _____
- f. Name _____ Debt \$ _____
- g. Name _____ Debt \$ _____
- h. Name _____ Debt \$ _____
- i. Name _____ Debt \$ _____
- j. Name _____ Debt \$ _____

37. Dependents. Do you have any dependents? _____ If "yes", list them below. Include each person's name, relationship to you, age, and each one's annual income.

Name _____	Relation _____	Age _____	Income \$ _____
Name _____	Relation _____	Age _____	Income \$ _____
Name _____	Relation _____	Age _____	Income \$ _____
Name _____	Relation _____	Age _____	Income \$ _____
Name _____	Relation _____	Age _____	Income \$ _____

38. Income. For each Grand List for which you are seeking an abatement, list your Gross Pay (salaries, wages, etc.), Investment Income (interest, rents, capital gains, etc.), and Other Income (Social Security, unemployment, inheritances, family contributions, etc.). ATTACH income tax returns, W-2 Forms, 1099 Forms, etc. to document all income.

<u>Year</u>	-	<u>Gross Pay</u>	+	<u>Invest.</u>	+	<u>Other</u>	=	<u>Total Due</u>
_____	-	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____
_____	-	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____
_____	-	\$ _____	+	\$ _____	+	\$ _____	=	\$ _____

39. Income This Year. Estimate your income for this year using the same categories as above in # 38. ATTACH pay stubs, etc.

Pay \$ _____ + Invest. \$ _____ + Other \$ _____ = Total \$ _____

Average Monthly Income (Total divided by 12) _____ \$ _____

40. Average Monthly Expenses.. Estimate your typical monthly expenses for this year. ATTACH current bills, etc.

Mortgage or Rent (excluding tax escrow) \$ _____

Utilities: Elec. \$ _____ Oil \$ _____ Gas \$ _____ \$ _____

Sewer \$ _____ Water \$ _____ Phone \$ _____ Cable \$ _____

Food \$ _____

Clothing, Laundry, Household \$ _____

Insurance: Life \$ _____ Medical \$ _____

Auto \$ _____ Homeowners \$ _____

Other Medical and Dental \$ _____

Transportation (bus fares, gas, etc.) \$ _____

Debts (loans, credit cards, etc.) \$ _____

Savings and Retirement \$ _____

Gifts, Donations, Other Expenses \$ _____

Income Taxes: Federal \$ _____ State \$ _____ \$ _____

Town Property Taxes: Home \$ _____ Auto \$ _____ Other \$ _____ \$ _____

Total Average Monthly Expenses -----¢ \$ _____

REVIEW all questions to be certain that you have answered them fully and accurately. Incomplete petitions will not be accepted by the Town Council.

ATTACH copies of all documents specified as you were filling out the form. If the documents are not included with the petition when it is submitted, the petition will not be accepted by the Town Council.

REMEMBER that this document must be signed in the presence of a Notary, Justice of the Peace, or Commissioner of the Superior Court (a lawyer). Do not sign it in advance. The Oath below must be signed by the petitioner(s) or the petition will not be accepted by the Town Council.

Oath by the Petitioner(s)

I/We, the undersigned, do swear to and understand the following:

1. The information provided on this petition, attached to it, or otherwise submitted with it by me/us, is truthful and not misleading.
2. I/We shall inform the Town of Groton promptly of any material changes in my/our financial condition(s), interest in the property, or legal actions pertaining to it, until such time as official consideration and recording of this petition and action on it are completed.
3. This petition, any information or documents contained within it or otherwise submitted in conjunction with it, and any information or documents obtained by the Groton Town Council, its Committees, or its staff related to this petition are and shall be a public record within the meaning of Section 1-200 of the Connecticut General Statutes and said record shall be available for public inspection as required by Section 1-210 of said Statutes.
4. This petition shall be denied by the Groton Town Council if said Council or its Finance Committee shall find that I/We have violated any portion of this Oath.

Signature(s) of Petitioner(s) _____

Acknowledged by _____ Date _____

Notary, Justice of the Peace, or
Commissioner of the Superior Court

Sec. 12-124. Abatement of taxes and interest.
OASIS

Pa

Sec. 12-124. Abatement of taxes and interest.

TITLE 12 TAXATION

CHAPTER 204* LOCAL LEVY AND COLLECTION OF TAXES

*See Sec. 12-1d for transfer of functions, powers and duties under this chapter to the Secretary of the Office of Policy and Management.

Text: The selectmen of towns, the mayor and aldermen of cities, the warden and burgesses of boroughs and the committees of other communities may abate the taxes, or the interest on delinquent taxes, or both, assessed by their respective communities upon such persons as are poor and unable to pay the same or upon railroad companies in bankruptcy reorganization, and shall present to each annual meeting of their respective communities a list of all persons whose taxes, or the interest on whose taxes, they have abated in the preceding year.

Sources: (1949 Rev., S. 1805; 1967, P.A. 40; P.A. 77-533, S. 2, 3.)

History: 1967 act allowed abatement of interest on delinquent taxes; P.A. 77-533 allowed abatement of tax or interest for railroad companies in bankruptcy reorganization in addition to abatements for the poor.

Annotations: If person against whom taxes assessed comes within statute, taxes may properly be abated after his death in favor of surviving family.
125 C. 623.

RESOLUTION ESTABLISHING A PROPERTY TAX ABATEMENT COMMITTEE FOR
THE ABATEMENT OF TAXES FOR PERSONS WHO ARE POOR AND UNABLE TO PAY

WHEREAS, on February 5, 2002 resolution 2001-0228 was adopted which provides for a means for the abatement of taxes for persons who are poor and unable to pay per CGS 12-124, and

WHEREAS, CGS 12-124 requires that abatement of such taxes be approved/denied by a standing Abatement Committee, and

WHEREAS, the Town of Groton does not currently have an Abatement Committee as required by CGS 12-124,

RESOLVED, that the Groton Town Council designate Council members to a Property Tax Abatement Committee to review and approve/deny the Abatement of Taxes for persons who are poor and unable to pay.

Sec. 12-124. Abatement of taxes and interest. The selectmen of towns, the mayor and aldermen of cities, the warden and burgesses of boroughs and the committees of other communities (1) may abate the taxes, or the interest on delinquent taxes, or both, assessed by their respective communities upon such persons as are poor and unable to pay the same or upon railroad companies in bankruptcy reorganization, provided either a standing abatement committee of a community or, if a community has no such committee, the Secretary of the Office of Policy and Management shall approve such abatement, and (2) shall present to each annual meeting of their respective communities a list of all persons whose taxes, or the interest on whose taxes, they have abated in the preceding year.

(1949 Rev., S. 1805; 1967, P.A. 40; P.A. 77-533, S. 2, 3; P.A. 13-276, S. 6.)

History: 1967 act allowed abatement of interest on delinquent taxes; P.A. 77-533 allowed abatement of tax or interest for railroad companies in bankruptcy reorganization in addition to abatements for the poor; P.A. 13-276 added Subdiv. (1) and (2) designators and, in Subdiv. (1), added provision requiring approval of abatement of taxes by standing abatement committee or Secretary of the Office of Policy and Management.

If person against whom taxes assessed comes within statute, taxes may properly be abated after his death in favor of surviving family. 125 C. 623.



Town of Groton, Connecticut

Text File

45 Fort Hill Road
Groton, CT 06340-4394
Town Clerk 860-441-6640
Town Manager 860-441-6630

Introduced: 12/12/2001

File Number: 2001-0288

Version: 2

Status: Passed

RESOLUTION ADOPTING A MEANS FOR THE ABATEMENT OF TAXES FOR PERSONS WHO ARE POOR AND UNABLE TO PAY

WHEREAS Connecticut General Statutes 12-124 permits the legislative body of a municipality to abate the taxes and delinquent interest upon persons who are poor and unable to pay, and

WHEREAS, the Town Council desires to abate the residential property taxes and delinquent interest of such persons where the household income does not exceed the current poverty threshold, as defined by the U. S. Department of Health and Human Services, and

WHEREAS, the Town Council desires to abate the residential property taxes and delinquent interest of such persons where the property is the primary residence of the applicant, without placing a lien on said property,

RESOLVED, that the Town Council adopts the Tax Abatement Procedures to allow the abatement of taxes and delinquent interest due from such persons who shall have qualified through the annual application and documentation process.

TOWN OF GROTON
Interoffice-Memo
FINANCE DEPARTMENT

=====

Date: June 5, 2017

To: Mark R. Oefinger, Town Manager

From: Eileen Cardillo, Purchasing Agent

Subject: Noank Aquaculture Cooperative Corporation Lease Renewal

Issue: Execution of a lease renewal between the Town and Noank Aquacultural Cooperative Corporation

Background Data:

The Noank Aquacultural Cooperative Corporation has leased the facility on 100 Main Street in Noank, CT since December 13, 2006. In July, 2016, James Markow, President, Noank Aquaculture Cooperative Corporation notified the Town of his intention to renew the lease for an additional five (5) year term per the paragraph 18. Renewal Options. The lease renewal stipulates the rent will increase by the CPI or not more than 10% annually. The annual rent will increase from \$12,000 to \$13,200 for the first year and annually based on paragraph 18.1. Additionally, the annual shellfish seed fee provided to Groton Shellfish Commission will increase the same CPI or percentage from \$5,000 to \$5,500 with annual increases during the renewal term.

Options:

- 1) Approve the proposed lease renewal with Noank Aquacultural Cooperative Corporation
- 2) Do not take action.

Recommendation:

Staff recommends Alternative #1.



TOWN OF GROTON

FINANCE DEPARTMENT

CINDY R. LANDRY
DIRECTOR OF FINANCE
CLANDRY@GROTON-CT.GOV

45 FORT HILL ROAD, GROTON, CONNECTICUT 06340
TELEPHONE (860) 441-6685 FAX (860) 441-6678
WWW.GROTON-CT.GOV

June 5, 2017

In accordance with the provisions of paragraph 18 (Renewal Options) of the subject lease agreement between the Town of Groton and the Noank Aquacultural Cooperative Corporation which was executed on 12/13/2006, the Town does hereby elect to exercise its option to renew the lease for the first five (5) year term. Accordingly, the Town has calculated that the Consumer Price Index (CPI) for the initial lease term (12/13/2006-1/31/2017) increased by 11.5% utilizing information available from the U. S. Bureau of Labor Statistics. Paragraph 18.1 of the original lease agreement stipulates that regardless of the actual increase in the CPI, the annual rent shall not increase more than ten (10%) than the annual rent during the previous lease period. Therefore, the rent for the initial five (5) year renewal period will be one thousand one hundred dollars (\$1,100.00) per month which shall accrue at the yearly rate of thirteen thousand two hundred dollars (\$13,200.00). This rental increase will be retroactive to the termination date of the original lease term of 1/31/2017.

Similarly, and in accordance with the last sentence of paragraph 18, the Lessee will increase the amount of shellfish seed provided to the Groton Shellfish Commission by the same percentage increase in the CPI over the original lease term. As previously stated, the CPI increased 11.5% over the original ten (10) year lease term so when applied to the most recent shellfish seed reimbursement amount of five thousand five hundred dollars (\$5,500.00) for each year of the five (5) year renewal period. The original lease agreement does not specify any limitations on the application of the CPI to the specified dollar amount of shellfish seed provided to the Groton Shellfish Commission. This increase to the shellfish seed specified dollar amount is also retroactive to the termination date of the original lease term of 1/31/2017.

All of the existing provisions and terms and conditions of the original lease agreement between the Town of Groton and the Noank Aquacultural Cooperative Cooperation remain in full force and effect.

Witness _____

TOWN OF GROTON

Witness _____

By: _____
Mark R. Oefinger, Town Manager

Witness _____

LESSEE:

Witness _____

James Markow

Doc ID: 004117450017 Type: LAN
BK 1078 PG 957-973

LEASE INDENTURE

THIS INDENTURE, made the 13th day of December, 2006, between **THE TOWN OF GROTON**, a municipal corporation existing under the laws of the State of Connecticut and with its principal offices located at 45 Fort Hill Road, Groton, Connecticut, hereinafter called the "Lessor" and **THE NOANK AQUACULTURE COOPERATIVE CORPORATION**, a foreign corporation organized and existing under the laws of the State of Ohio and authorized to transact business under the laws of the State of Connecticut and with an office and place of business located at Riverview Avenue, Noank, Connecticut, hereinafter called the "Lessee";

WITNESSETH:

WHEREAS, under Substitute House Bill No. 5892, the Connecticut General Assembly did, during the February Session, 2000, under "An Act Concerning The Conveyance of Certain Parcels of State Land", Section 9, ("SB 5892") authorize the Commissioner of Agriculture to convey what is commonly known as the "Noank Aquaculture-Marine Laboratory" (the "Laboratory" or the Laboratory Building), together with the Shop Building thereon located, and the parcel of land on which both are located (the description of which is attached hereto as Exhibit A), to the Lessor; and

WHEREAS, said SB 5892 was supplemented by Public Act 05-279 which was signed into law on July 13, 2005; and ("PA 05-279")

WHEREAS, the conveyance contemplated by SB 5892 and PA 05-279 was subject to the approval of the State Properties Review Board; and

WHEREAS, the State Properties Review Board did approve the conveyance contemplated by SB 5892 and PA 05-279; and

WHEREAS, as a condition to the conveyance contemplated by SB 5892 and PA 05-279, the Lessor is required to make a portion of the Laboratory available to the Town of Groton Shellfish Commission for aquaculture purposes; and

WHEREAS, Lessor seeks to satisfy the aforementioned condition by entering into this lease agreement with the Lessee; and

WHEREAS, the Town of Groton Shellfish Commission has, by way of separate letter, approved of this lease agreement and has deemed this lease agreement to be sufficient to satisfy the aforementioned condition of SB 5892 and PA 05-279; and

WHEREAS, the Lessee is a foreign corporation, organized and existing under the laws of the State of Ohio which has registered to do business under the laws of the State of Connecticut; and

WHEREAS, the Lessee is a non-profit organization which has obtained a tax exempt status under Section 503 of the Internal Revenue Code.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Lessor and Lessee hereby agree as follows:

1. Premises and Use.

1.1 Lessor is the owner of the entire property known as the Noank Aquaculture-Marine Laboratory, which is more particularly bounded and described as set forth in **Exhibit A** and as such has full right and authority to lease the leased premises (as hereinafter described) pursuant to this Lease Agreement.

1.2 The said Lessor for and in consideration of the rents and covenants hereinafter reserved and contained, and to be paid, kept and fulfilled on the part of the said Lessee, has leased and by these presents does hereby lease unto the said Lessee, for the purpose of conducting aquaculture operations, and for all purposes related or incident thereto, a total of approximately **10,000** square feet of space located within the Laboratory Building thereon situated, together with the right in common with Lessor, its Shellfish Commission and the State of Connecticut Department of Agriculture, to the Shop Building located on the leased premises as well as to the following areas: Lessee agrees to make an area consisting of approximately 280 square feet of the interior of the Laboratory Building plus such dockage area for small boats not to exceed a total of 40 feet in length available at no charge to the Groton Shellfish Commission for purposes including, but not limited to, education, dock space, boat launch and other related activities. Lessee also agrees to make an area consisting of approximately 116 square feet of the Laboratory Building, plus such dock area for small boats not to exceed a total of 25 feet in length available at no charge to the State of Connecticut Department of Agriculture for purposes including, but not limited to, education, dock space, boat launch and other related activities. Further, Lessee shall provide an area of the parking lot situated on the leased premises available to the Shellfish Commission and to the Department of Agriculture for the winter storage of small boats (the Shellfish Commission's boats not to exceed a total of 40 feet in length and the Department of Agriculture's boats not to exceed a total of 25 feet in length), during the period from on or about November 1st through April 30th of each year of the lease term and any renewal term.

In further consideration of this lease agreement, Lessee shall permit the public to use various designated parking spaces located on the leased premises during evenings (after 6:00 p.m.), weekends and holidays. These spaces shall be so designated as public parking during such periods with appropriate signage; it being intended that Lessee, its invitees and employees, will have the right in common with Lessor and other tenants and/or the public to use the parking area located outside of the building. Lessee's use and occupancy is further subject to the rights of the Lessor or the public for access to the Noank beach area as well as other public areas adjacent to the leased premises.

2. Term and Rent.

2.1 Said premises are so leased to Lessee for the term of ten (10) years from **December 13, 2006 to January 31, 2017**. During the initial ten (10) year term, the rent shall be **ONE THOUSAND DOLLARS (\$1,000.00)** per month, which shall accrue at the yearly rate of **TWELVE THOUSAND DOLLARS (\$12,000.00)**,

which Lessee agrees to pay on the first day of every month during the term hereof. In addition to the foregoing, the Lessee shall provide to Lessor, through its shellfish commission, on an annual basis, beginning with **December 13, 2006** (the "Commencement Date") and continuing on each anniversary of the Commencement Date, certain specified dollar value amounts of shellfish seed (based upon the then-existing market rate for shellfish seed at that time and which is then made available to Lessee's co-op members), as follows: \$1,000.00 of shellfish seed for the first year; \$2,000.00 of shellfish seed for the second year; \$3,000.00 of shellfish seed for the third year; \$4,000.00 of shellfish seed for the fourth year; and \$5,000.00 of shellfish seed for each of the years fifth through tenth. The procedure for placement and fulfillment of this requirement shall be as set forth in **Addendum A** attached hereto and made a part hereof.

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, with payments being made to the office of the Lessor. The said additional rent is to be payable on each and every anniversary of the Commencement Date hereof, or at such other time or times as requested by the Town of Groton Shellfish Commission.

As a condition of the foregoing, Lessor further agrees, during the term hereof, to treat, for all purposes, the Town of Groton Shellfish Commission as a member of Lessee's co-op, but without the financial obligations of a co-op member.

3. Repairs and Maintenance: Alterations.

3.1 Lessee accepts the leased premises in its "as is" condition and without any representation or warranty by Lessor that the leased premises are suitable for the use intended by Lessee, including. The Lessee shall make and pay for inside repairs, including but not limited to repairs to plumbing, heating, glass, flooring, air conditioning, ventilating and electrical systems and equipment located within or servicing the leased premises, except for such items of equipment or repair, if any, as are covered by manufacturer's warranty. As to any repairs required which involve or affect the Shop Building as described in paragraph 4 below in addition to the leased premises, Lessee's responsibility shall be 100% of the cost of such repairs. Lessee shall also be wholly responsible and pay for interior painting, as well as other general inside maintenance repairs of the leased premises. Further, Lessee shall be wholly responsible to maintain and repair the dock areas.

3.2 The Lessor shall make and pay for repairs to the roof, and other necessary exterior or structural repairs. Notwithstanding the foregoing, Lessee shall be responsible for any and all structural or mechanical system repairs or restorations caused by Lessee, its agents or invitees.

3.3 The Lessee at its own expense, shall be entitled to erect partitions and make other nonstructural alterations of the interior of the leased premises, subject to the Lessor's prior approval, which will not be unreasonably withheld. Lessee's improvements or alterations to the leased premises shall be performed in a good and workmanlike manner and shall be in accordance with all local and state building, fire and zoning codes, laws and ordinances. All additions, improvements and alterations whether temporary or permanent in character, except furniture or movable trade fixtures, shall be and remain the property of the Lessor and shall, at Lessor's option, remain upon and be surrendered with the leased premises at the termination of this lease agreement, or any renewal thereof, without compensation to Lessor.

3.4 Lessee further agrees to keep said leased premises, the Shop Building, and the exterior lawn, dock and parking areas in a clean and sanitary condition and free from obstructions, snow and ice and trash, inflammable material and other objectionable matter not consistent with the operation of an aquaculture business facility.

3.4 The Lessee shall keep the leased premises in good condition and shall redecorate, paint and renovate the premises as may be necessary to keep them in good repair and in good appearance.

4. Electricity and Heat: Rubbish and Snow Removal.

4.1 The Lessee is to pay for all electricity, heating oil, gas and any other utilities used in connection with or associated with the leased premises, as well as in the Shop Building. Given the anticipated *de minimus* cost associated with the use of the leased premises by the Lessor, the Town of Groton Shellfish Commission or the State of Connecticut Department of Agriculture, there shall not be any separate metering of utilities for any uses or areas designated for use by the Lessor, the Town of Groton Shellfish Commission or the State of Connecticut Department of Agriculture and Lessee hereby agrees to pay the full cost of all utilities serviced to the leased premises. Under no circumstances shall Lessor be responsible for any interruption or delay in any of the utility services for any reason unless caused by its negligence or the negligence of the Shellfish Commission or its personnel.

4.2 The Lessee shall also be responsible for its own regular rubbish and snow removal.

5. Insurance and Taxes.

5.1 Lessor is a municipal corporation, thus its real property is not the subject of any taxes. In the event that Lessor no longer owns the property of which the leased premises are a part, and in the event that the property of which the leased premises are a part is subject to taxation, Lessee shall, at that time, pay one hundred (100%) percent of all real property taxes assessed on the property of which the leased premises are a part for the remaining period of this lease and any renewals thereof.

5.2 Lessor shall maintain public liability and all peril insurance on the entire premises of which the leased premises are a part. Lessee agrees to reimburse Lessor, on an annual basis, all costs for such insurance, as well as any additional cost to the Lessor for the providing of such insurance during the period of this lease and any renewals thereof.

5.3 Lessee shall maintain its own flood insurance and shall have the Lessor named as an additional loss payee thereunder. Lessee shall, on an annual basis, provided Lessor with a certificate of insurance.

5.4 In the event that Lessee should, for any reason, lose its non-profit or tax-exempt status, Lessee shall immediately be responsible for, and shall pay as additional rent hereunder, any and all taxes assessed against it, including, but not limited to, personal property taxes. Further, on an annual basis, Lessee shall provide Lessor with audited financial statements of Lessee for purposes of, *inter alia*, verifying such status.

6. Laws and ordinances.

6.1 It is further agreed between the parties hereto that the Lessee is to comply with, and to conform to all the laws of the United State of America, including, but not limited to, the rules and regulations of the Army Corps of Engineers and the Department of Agriculture, the State of Connecticut, including, but not limited to, its environmental rules, laws and regulations, and the bylaws, rules and regulations of the Town of Groton, the City of Groton, the Noank Fire District, the Noank Planning and Zoning Commission, and such other applicable governmental or regulatory agency or entity relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are, or may be, concerned; and to save the Lessor harmless from all fines, penalties, and costs, for violation of, or non-compliance with the same. Further, in the event of any increase in insurance premiums resulting or arising from, or connected to, or related in any way, to Lessee's use or occupancy of the leased premises, Lessee shall pay, as additional rent, any increase in Lessor's insurance premiums relating to the leased premises, the improvements thereon or the contents therein contained or located.

6.2 At its sole cost and expense, Lessee further agrees to immediately contact the Noank Planning and Zoning Commission in order to ensure that existing coverage requirements on the property of which the leased premises are a part are not being violated by Lessee's use of the said premises. Further, Lessee shall, at its sole cost and expense, immediately apply for, and obtain, any and all necessary site plan approvals regarding its use of the leased premises. Should Lessee not work to obtain said permits and approvals in a diligent manner, Lessor shall have the option to terminate this lease agreement.

6.3 No sign, advertisement or notice shall be affixed to or placed upon any part of the leased premises by the Lessee, except in such manner, and of such size, design and color as shall be approved, in advance and in

writing, but the Lessor, which approval shall not be unreasonably withheld. Further, any such sign, advertisement or notice shall be in compliance with all local zoning and other land use laws and Lessee shall, at its sole cost and expense, ensure compliance with the same and shall obtain any and all necessary permits to erect or affix the same.

7. Damages by Fire.

7.1 In case the building or buildings of which the leased premises are a part shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or leased premises untenable, or shall be such that Lessee is unable to conduct its business in the usual manner, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the destruction of fifty (50%) percent or more of the leased premises by fire or otherwise, or in the event said premises cannot be repaired within ninety (90) days from the happening of the injury, the rent shall be paid up to the time of such destruction and, at the option of either party hereto, this Lease shall cease and come to an end. Under no circumstances shall Lessor be responsible for any loss or interruption of business revenue, caused for any reason whatsoever and experienced by Lessee during the term of this lease and any renewal hereof; and Lessee shall, at its own option, and at its sole cost and expense, obtain business interruption insurance.

8. Eminent Domain.

8.1 Should the leased premises, or any part thereof, be condemned for public use so that Lessee is unable to conduct its business in the usual manner on the leased premises, then in that event, upon the taking of the same for such public use, this Lease, at the option of either party, shall become null and void, and in such event of termination, the terms hereof shall cease and come to an end upon the date when the same shall be taken, the rent shall be apportioned as of said date, and the Lessee shall have no claim or interest in or to any award of damages for such taking. Nothing herein shall be deemed to deny to Lessee any relocation award or any award for its trade fixtures, so long as it is a separate award and does not affect Lessor's claim.

9. Hazardous Waste, Lessee's Liability Insurance.

9.1 Lessee shall save harmless and indemnify the Lessor from and against any claims, losses, damages, liability and expenses arising out of, or in connection with, the presence of any solid or hazardous material or other waste-like or toxic substances on or in the leased premises or the premises of which the leased premises are a part, and/or arising out of or in connection with the discharge onto the leased premises or from the leased premises onto property of others except where such materials and any damages resulting therefrom were caused by acts or actions of the Lessee.

9.2 Lessee will save harmless and indemnify the Lessor from and against any claims, losses, damages, liabilities and expenses arising from the presence of toxic or hazardous waste, materials or substance on or in the

leased premises and/or arising out of or in connection with the discharge from the leased premises onto property of others, caused by acts or actions of the Lessee.

9.3 As used herein, the term "hazardous waste" or "toxic waste" or "hazardous material" or "substance" shall have the meaning set forth in any applicable federal, state or local law.

9.4 It is the intention of the parties hereto that the Lessor shall not be responsible, in any manner, for the loss of or damage to property, or injury to persons, occurring in or about the leased premises, by reason of any existing or future condition, defect, matter or thing located on or within said leased premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons in or about the said property, unless caused by the Lessor's own negligent acts or omissions. Accordingly, Lessee shall maintain public liability (all peril) insurance with a company authorized to do business in the State of Connecticut, in amounts reasonably satisfactory to Lessor, but in no event less than single limit coverage of \$1,000,000.00, such insurance to name the Lessor as an additional insured. At Lessor's request, Lessee shall deliver to Lessor certificates evidencing all insurance required hereunder which certificates shall provide that said insurance may not be cancelled without at least thirty (30) days prior written notice to Lessor and which shall name the Lessor as co-insured. In the event of failure of Lessee to procure the required insurance to pay the premiums thereon, or to properly maintain and keep in force the insurance, Lessor shall have the right and privilege to procure insurance and to pay the premiums thereon, which amounts shall be deemed additional rent, and shall be due and payable with the next installment of rent due. Lessee shall indemnify and save Lessor harmless from all claims and liability for losses of or damage to property or injuries to persons (excluding any such losses or damage sustained by persons or property involved with or used by the Town of Groton Shellfish Commission) occurring in or about the leased premises, unless caused by the Lessor's own negligent acts or omissions.

10. Covenants of Lessor and Lessee.

10.1 The Lessor covenants with the said Lessee that Lessor has good right to lease said premises in the manner aforesaid and that Lessor will suffer and permit said Lessee (Lessee keeping all the covenants on Lessee's part, as herein contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Lessor, or any person claiming by, from or under Lessor, except as otherwise provided herein.

10.2 And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefore, together with the additional rent, as aforesaid; that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this Lease nor underlet a part of the whole of said leased premises, nor make alterations therein (except as herein provided in Section 3.3), nor use the same for any purpose but that hereinbefore authorized, without prior written permission from the said Lessor which consent may be withheld or conditioned in the Lessor's sole discretion, and that Lessee will deliver up the

same at the expiration or sooner determination of Lessee's tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

11. Effect of Failure to Perform: Default.

11.1 In the event Lessee shall not pay any monthly installment of rent or additional rent within ten (10) days from the due date, Lessee shall further pay a late fee of five (5%) percent of the amount of such monthly rent or additional rent.

11.2 It is further agreed, as a condition for the continuance of said Lease and the occupancy of said premises by the Lessee, that If the rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or if the said Lessee without the prior written approval of Lessor shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said leased premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor, in writing, except as herein authorized, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, or shall cause or permit any mechanic's or other lien or encumbrance to be placed upon the leased premises or the premises of which they are a part and which is not discharged within sixty (60) days or shall fail to observe any other material obligation hereunder, then this Lease shall thereupon, by virtue of this express stipulation, therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

11.3 Upon the termination of this Lease, as aforesaid, as a result of the failure of the Lessee to pay the rent or to perform the covenants and agreements herein contained, the Lessor, in addition to its rights to re-enter said premises and recover possession thereof by summary process, shall:

(a) Have the right to recover all rent, additional rent, and late fees due up to the time of such termination, together with reasonable attorney's fees and costs, if any, arising from such default by Lessee and all costs reasonably necessary to return the premises to the condition in which they were maintained at the commencement of the term hereof.

(b) At its option, have the right to recover from the Lessee the full monthly rent (and any additional rent) due hereunder until said leased premises have been re-let and, upon such reletting, the Lessee shall pay to the Lessor an amount equal to the difference between the rent herein reserved and covenanted to be paid by Lessee and the amount of the rents, if any, to be paid by the new tenant during the period which would have constituted the balance of the term of this Lease.

12. Waiver of Subrogation.

12.1 Each of Lessor and Lessee hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

13. Inspection for Purchase or Hire.

13.1 The Lessee shall allow the Lessor, its agent or representative to enter into and upon the said leased premises or any part thereof at all reasonable hours of the day for the purpose of examining same and thirty (30) days prior to the expiration of this Lease or any renewal period, Lessor, its agents and representatives may enter upon the premises to show same to prospective tenants or purchasers, and to place a conspicuous sign offering the premises "TO LET" or "FOR SALE".

14. Waivers

14.1 The failure of the Lessor or the Lessee to insist in any one or more instances upon a strict performance of any of the covenants of this Lease, shall not be construed as a waiver of or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, or any part thereof with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by either party of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the party making such waiver. Lessee further agrees to and does hereby waive any notice to quit premises upon termination of this Lease for any cause which may otherwise be required under the laws of the State of Connecticut.

15. Insolvency.

15.1 In the event the Lessee shall be adjudged bankrupt by voluntary or involuntary petition in bankruptcy or shall make an assignment for the benefit of creditors, the Lessor may, at its option and to the extent lawful, terminate this Lease and re-enter and take possession of the leased premises.

16. Subrogation.

16.1 This Lease is subject and subordinate to all mortgages which may now or hereafter affect such leases or the real property of which the leased premises form a part, and to all renewals, modification, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination shall be required by any mortgagee. Lessor agrees to use its best efforts to obtain a non-disturbance

agreement in Lessee's favor from any subsequent mortgage lender. In confirmation of such subordination, the Lessee shall execute promptly any certificate that the Lessor may request.

17. Holding Over.

17.1 In the event that the Lessee shall remain in the leased premises after the expiration of the term of this Lease without having executed a new written lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event the Lessee shall pay monthly rent in advance at the rate provided herein as effective during the last month of the leased term or any renewal term.

18. Renewal Options.

18.1 The Lessee shall have the right to renew this lease for two successive lease terms of five (5) years each. Each renewal option shall be exercised by the Lessee by giving written notice to Lessor not less than one hundred twenty (120) days prior to the expiration of the original term and not less than one hundred twenty (120) days prior to the expiration of the first renewal term. During each renewal option all of the terms and conditions of this Lease Indenture shall remain in full force and effect, except that the base rental during each year of each renewal term shall adjust as follows:

If, at the end of each of the original lease term, or at the end of each year during any renewal term, the Official Consumer's Price index - (New York, N.Y. Average) All Items, Published by the Bureau of Labor Statistics, U.S. Department of Labor, (1982-84 equals 100), exceeds the CPI at the date of commencement of this lease, the annual net rental for the then current and following years shall be adjusted on an annual basis to be equal to the annual net rental for the preceding year plus an amount determined by multiplying said adjusted rent for the preceding year by a fraction, the numerator of which is the number of points by which the CPI at the time such adjustment is to be made exceeds the CPI at the date of commencement of this lease and the denominator of which is equal to the CPI of the date of commencement of this lease. Any such adjustment shall be rounded to the nearest whole dollar per year. Said installments of rent shall be increased accordingly and paid as herein set forth.

In the event the Bureau of Labor Statistics should cease to publish said Index in its present form and calculated on the present basis, a similar index or an index reflecting similar changes in the cost of living shall be chosen by agreement of the parties. In the event the parties are unable to agree upon the selection of such an index, and/or on the amount of increase, an arbiter shall be chosen by each party, and the two arbiters so chosen shall in turn choose a third arbiter, and the three arbiters thus chosen shall, by a majority vote, select an appropriate index, and/or determine the proper increase, and their selection and/or determination shall be binding on all parties. The cost of such arbitration shall be borne equally by the parties. Each party must choose its arbiter within ten (10) days after either party has given written notice to the other party that it cannot agree with the contention of the other party, and the decision of the arbiters shall be made in

writing within thirty (30) days after the appointment of two arbiters representing the respective parties.

Notwithstanding anything to the contrary set forth above, the annual base rent at the end of the original lease term shall (regardless of any increase in the CPI) be increased by an amount not less than five percent (5%) nor more than ten (10%) greater than the previous year's annual base rent.

In addition to the base rent adjustment as provided herein, Lessee shall also increase the then current specified dollar value amounts of shellfish seed to be provided to the Groton Shellfish Commission by the same percentage used in computing the rent adjustment.

19. Security Deposit.

19.1 Lessee has deposited with Lessor the sum of \$0.00 as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this Lease; it is agreed that in the event Lessee defaults in respect to any of the terms, provisions and conditions of this Lease, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants, and conditions of this Lease. In the event of a sale of the land and building or leasing of the building, of which the leased premises form a part, Lessor shall have the right to transfer the security to the vendee or lessee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor. Within thirty (30) days subsequent to the termination of this Lease by expiration of time, or thirty (30) days after expiration of the renewal period, if this Lease shall have been renewed, the Lessor shall return to the Lessee such portion of the unexpended portion, if any, of the aforesaid security deposit.

20. Miscellaneous.

20.1 This Lease represents the entire agreement of the parties. Neither this Agreement nor any terms or provisions hereof may be changed, waived, discharged or terminated orally, or in any manner, other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

20.2 Captions and section headings used in this Agreement are used for the convenience of the parties and shall not be deemed to be of substantive effect nor to be a part of this Agreement for any other purpose.

20.3 The Lessor shall be entitled to all reasonable costs, and attorneys fees and costs incurred in connection with the enforcement of any of its rights or remedies hereunder in the event of a default by Lessee.

20.4 As used herein, the masculine gender shall include the feminine or neuter gender and vice versa and the singular shall include the plural and the plural shall include the singular.

20.5 Subject to the provisions of Paragraphs 10 and 11, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

20.6 All notices or approvals required or permitted under any of the provisions of this Lease, shall be given in writing mailed by certified mail, return receipt, to the Lessee at the leased premises and to the Lessor at its town hall, or to such other address as either party may designate in writing, by registered or certified mail, return receipt requested, to the other.

20.7 No leasehold rights are to be conferred upon the Lessor until this lease agreement has been signed by the Lessor and an executed copy of the same has been delivered to the Lessee.

20.8 The rights and remedies herein contained are not intended to be exclusive but as additional to any and all other rights and remedies which the Lessor or the Lessee would respectively otherwise have by law.

20.9 This lease, and the obligations of Lessee hereunder, including the obligations to pay rent, additional rent, and all other covenants and agreements hereunder on the part of the Lessee to be performed shall in nowise be affected, impaired or excused because Lessor is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Lessor is prevented or delayed from so doing by reason of governmental preemption in connection with any national emergency declared by the State of Connecticut or the United States of America, or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the conditions of supply and demand which have or are affected by said declaration or preemption.

20.10 During the term of this lease, and any renewal term, Lessee shall remain qualified to do business under the laws of the State of Connecticut. In the event that Lessee shall fail to remain so qualified, such failure, if not cured within sixty (60) days after notice from the State of Connecticut or the Lessor shall constitute and event of default hereunder and Lessor shall have the ability to exercise any and all of its rights hereunder, including, but not limited to, those rights set forth in Paragraph 11 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Indenture to be signed and they have hereunto set their hands and seals on the day and year first above written.

In the presence of:

LESSOR:
TOWN OF GROTON

Harold A. Watson
Harold A. Watson
F. O'BRIEN, JR.

BY: Mark Oefinger
Mark Oefinger,
Town Manager
Duly Authorized

LESSEE:
THE NOANK AQUACULTURE COOPERATIVE
CORPORATION

E. G. Martin
E. G. MARTIN
Lee D. VINCENT
Lee D. VINCENT

BY: James Markow
James Markow, its President
Duly Authorized

STATE OF CONNECTICUT

COUNTY OF NEW LONDON

ss: GROTON

Personally appeared, before me, the undersigned officer, MARK OEFINGER, who acknowledged himself to be the Town Manager of the Town of Groton, and that he as such Town Manager, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the said municipality by himself as its Town Manager.

Subscribed and sworn to before
me this 13th day of December, 2006.

Nicki L. Bresnyan
Commissioner of the Superior Court
Notary Public

NICKI L. BRESNYAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 9/30/08

STATE OF CONNECTICUT

COUNTY OF NEW LONDON

)
) ss: GROTON
)

Personally appeared, before me, the undersigned officer, JAMES MARKOW, who acknowledged himself to be President of THE NOANK AQUACULTURE COOPERATIVE CORPORATION and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation as President.

Subscribed and sworn to before
me this 13th day of December, 2006.

Nicki L. Bresnyan
Commissioner of the Superior Court
Notary Public

NICKI L. BRESNYAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 9/30/08

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ADDENDUM "A"

TO LEASE AGREEMENT

SHELLFISH SEED PROTOCOL AND PROCEDURES

This is an Addendum to the Lease Agreement between the Town of Groton as "Landlord" and the Noank Aquaculture Co-Operative as "Tenant" by which the parties hereto agree on the procedure for implementation and continued performance of the Tenant's annual obligation to provide certain dollar value amounts of shellfish seed to the Groton Shellfish Commission as additional rent compensation during the term of said lease and any renewal or extensions thereof.

On the initial date of each year of the lease term, the Groton Shellfish Commission shall place a written order with the Co-Op. for a certain size, number and species of shellfish, which order shall have a dollar value at the then current market rate for such size and species up to the dollar limit as specified in said Lease Agreement for that year of the lease term.

Said written order shall contain a date certain request for delivery of such shellfish seed, which date shall provide a reasonable time for delivery by the Co-Op and shall be in conformity with the then existing policies and procedures currently in force by the Co-Op.

The Groton Shellfish Commission will be given the same priority and accorded the same treatment as other Co-Op members placing orders. The Co-Op agrees to include and abide by the following procedures with respect to its fulfillment of the Shellfish Commissions orders: 1) The Co-Op will use its best efforts to provide all requested seed on the delivery date specified; 2.) In the event a conflict or short fall should arise involving the inability of the Co-Op to fill all seed orders requested at that time, the orders will be honored and fulfilled on the basis of the Co-Op providing a percentage of the order based upon the total amount of seed ordered for that particular cycle; 3) Any outstanding unfulfilled seed orders will be met and fulfilled as soon as possible after the requested delivery date. The order of such fulfillment will be handled on a first ordered, first served basis as determined by the date the seed order is received by the Co-Op; 4) In the event of a shellfish seed production surplus, the Co-Op members and the Groton Shellfish Commission will be given the right to request additional seed orders. To the extent that any additional shellfish seed ordered by the Groton Shellfish Commission exceeds the dollar value limit applicable for that year, the right to request additional seed orders shall be subject to the Commission paying the current rate then being charged to Co-Op members for such size and specie of shellfish; 5) All orders for

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surplus shellfish seed will be fulfilled on a "first ordered, first served" basis, based on the date of receipt of such order by the Co-Op.

Acknowledged and agreed to by the

Groton Shellfish Commission

By R. J. Munton 12/13/66
its Chairman

Town of Groton

By [Signature]
its TOWN MANAGER

Hoag's Aquaculture
Co-operative

By [Signature]
its 12/13/66

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THE NOANK
AQUACULTURE COOPERATIVE

2006 SEED PRICE LIST -Members

Size in mm	Oysters \$/1000	Scallops \$/1000	Clams \$/1000
0.5-1.4	3.65	6.35	3.65
1.5-2.4	4.75	10.15	5.29
2.5-4.0	6.30	13.50	8.10
4.1-6.0	8.10	17.10	10.80
6.1-8.0	10.80	18.90	14.40
8.1-10.0	13.50	21.60	18.00
10.1-12	16.20	24.30	21.60
12.1-16	18.90	27.00	25.20
16.1-20	21.60	28.80	
20.1-25	24.30	31.50	
25.1-30	28.80	36.00	
30.1-35	33.30	40.50	
35.1-40	40.50		


Conditions:

- Bay Scallops, *Argopecten irradians*, and Hard Clams, *Mercenaria mercenaria*, will be produced as ordered. Orders for these species should be received by February 1st.
- All shellfish seed are stress free and healthy upon delivery.
- Local seed orders may be picked up at our hatchery facilities. When required by buyer, seed orders will be shipped at the buyer's expense.
- A limited supply of 35mm seed oysters and scallops is available.

Ordering:

- A 15% deposit is required to secure seed order.
- Balance of payment due upon delivery of seed.
- Place order directly with Cooperative hatchery managers. (Contact info below.)
- Make Checks payable to: Noank Aquaculture Cooperative.

Noank Aquaculture Cooperative Hatchery Operators:


MIRA Shellfish
100 Main Street
Noank, Connecticut 06340
Stuart Mattison
(860)235-0258
MIrAShellfish@aol.com



Aeros Cultured Oyster Company
P.O. Box 964
Southold, New York 11971
Karen Rivara
(631)765-1808
keeno@juno.com

100 Main Street
Noank, Connecticut 06340
Phone (860) 536-0609/ (860)235-0258
Fax (860) 691-0499

Noank Aquaculture Cooperative

Shellfisher Preserve
PO Box 964
Southold, New York 11971
Phone/Fax: (631) 765-1808

Received for Record at Groton, CT
On 08/23/2011 At 3:01:58 pm

Attest: Betsy Moukawsher, Town Clerk

Town of Groton

Interoffice-Memo

Human Resources, Department

Date: June 13, 2017

To: Mark Oefinger, Town Manager

From: Robert Zagami, Director of Human Resources/Risk Mgmt.

Subject: Change in educational and experience requirements for Librarian 1 - Circulation and Librarian 1 – Public Services.

Town Council Referral # 2017-0155

Issue: A change in the educational and experience requirements for the positions of Librarian 1 –Circulation and Librarian 1- Public Services is proposed.

Background: In 2015 the position of Assistant Librarian – Circulation was eliminated and its responsibilities were modified to establish the position of Librarian I – Circulation. The pay level remained unchanged. A new title, Librarian I – Public Services, was also created to establish an entry-level librarian positions at pay Level 12 vs. the existing Level 17 and has been used effectively to generate substantial salary savings. As the position has been introduced and implemented over the past two years, the need to refine the educational and experience requirements has become evident. The current job descriptions requires a “Master’s Degree in Library Science from a school accredited by the American Library Association.” This would be modified to read: “A Bachelor’s Degree and two years’ library experience or a Master’s Degree in Library Science from a school accredited by the American Library Association is required.”

Alternatives:

- 1) Approve the modification, as recommended.
- 2) Do not modify, prohibiting the establishment of entry-level librarian positions.

Enclosed: Copy of current job descriptions for Library 1-Circulation, Library 1-Public Services and the modified versions of the positions.

TOWN OF GROTON
Job Description

Job Title: **Librarian I – Public Services**
Department: Library
Reports To: Manager of Library Public Services
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: GMEA Level 12
Prepared By: HR
Prepared Date: March 2015
Approved By: Town Council
Approved Date: March 17, 2015 ~~CORRECT~~

CLASSIFICATION OVERVIEW

The Librarian I - Public Services position is responsible for assisting and supporting the needs of a section of the library, such as adult or youth services, and performing specialized professional work. Responsibilities include helping library users in all library services; initiating, developing, coordinating and implementing programs to improve service availability and quality consistent with library policies and management guidelines. Other routine work involves providing for the overall care and maintenance of the collections, keeping current of new technologies and methods, and attending meetings and communicating with customers, co-workers and other agencies. Librarian I - Public Services will assume responsibility for the library in the absence of a Librarian II, Manager of Library Public Services, Manager of Circulation and Technical Services and Director. Regularly scheduled night and Saturday work is expected.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Receives oral or written instructions from Librarian II or Manager of Library Public Services. Responds to patron requests for information, research, and general assistance. Assists users in the selection of library materials and explains usage. Participates in collection development by ordering library materials and maintaining the existing library collection. Provides assistance in the use of computers, software, library databases and various technologies to patrons in both one-on-one or classroom settings. Develops, coordinates and supervises a variety of community, educational, cultural and social programs for all ages. Plans and develops reading lists, outreach activities and special events for special interest groups such as: children, students, elderly, or civic and cultural organizations. Establishes and maintains effective and courteous working relationships with the general public, other departments and agencies, co-workers and volunteers. Prepares statistical, narrative, and/or outcome based reports of some

complexity for Manager of Library Public Services and/or Librarian II. Reports work accomplished to Manager of Library Public Services and/or Librarian II.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

ADDITIONAL DUTIES AND RESPONSIBILITIES

Prepares, reviews, and edits marketing materials to explain or promote use of the Library and its programs. Ability to work independently and creatively to solve problems, as well as adaptability and dependability to work well in a team situation. Designs and teaches computer classes, including new, emerging technologies, as assigned. Speaks to student, civic, cultural and other groups on library and educational topics. Attends conferences, workshops, and other continuing education opportunities to increase professional knowledge and skills. Performs related duties and responsibilities as required.

QUALIFICATIONS/EXPERIENCE/TRAINING

Master's Degree in Library Science from a school accredited by American Library Association (ALA). Demonstrated ability with technology including, but not limited to, computers, software, library databases, and new, emerging technologies. Excellent customer service and effective communication skills (oral and written) are essential. Programming experience is preferred; familiarity with conducting children's story times is desirable.

Criminal background, drug testing and driving record checks required prior to employment.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid driver's license.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; sit; use hands to finger, handle, or feel; and reach with hands and arms, drive; get in and out of vehicles. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and depth perception.

Employee must be free from mental and physical disorders which would interfere with performance duties as described, and have the mental capacity to handle stressful situations.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee will regularly operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON
Job Description

Job Title: **Librarian I – Public Services**
Department: Library
Reports To: Manager of Library Public Services
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: GMEA Level 12
Prepared By: HR
Prepared Date: March 2015
Approved By: Town Council
Approved Date: March 17, 2015
Revision Date: *Proposed*

CLASSIFICATION OVERVIEW

The Librarian I - Public Services position is responsible for assisting and supporting the needs of a section of the library, such as adult or youth services, and performing specialized professional work. Responsibilities include helping library users in all library services; initiating, developing, coordinating and implementing programs to improve service availability and quality consistent with library policies and management guidelines. Other routine work involves providing for the overall care and maintenance of the collections, keeping current of new technologies and methods, and attending meetings and communicating with customers, co-workers and other agencies. Librarian I - Public Services will assume responsibility for the library in the absence of a Librarian II, Manager of Library Public Services, Manager of Circulation and Technical Services and Director. Regularly scheduled night and Saturday work is expected.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Receives oral or written instructions from Librarian II or Manager of Library Public Services. Responds to patron requests for information, research, and general assistance. Assists users in the selection of library materials and explains usage. Participates in collection development by ordering library materials and maintaining the existing library collection. Provides assistance in the use of computers, software, library databases and various technologies to patrons in both one-on-one or classroom settings. Develops, coordinates and supervises a variety of community, educational, cultural and social programs for all ages. Plans and develops reading lists, outreach activities and special events for special interest groups such as: children, students, elderly, or civic and cultural organizations. Establishes and maintains effective and courteous working relationships with the general public, other departments and agencies, co-workers and volunteers. Prepares statistical, narrative, and/or outcome based reports of some

complexity for Manager of Library Public Services and/or Librarian II. Reports work accomplished to Manager of Library Public Services and/or Librarian II.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

ADDITIONAL DUTIES AND RESPONSIBILITIES

Prepares, reviews, and edits marketing materials to explain or promote use of the Library and its programs. Ability to work independently and creatively to solve problems, as well as adaptability and dependability to work well in a team situation. Designs and teaches computer classes, including new, emerging technologies, as assigned. Speaks to student, civic, cultural and other groups on library and educational topics. Attends conferences, workshops, and other continuing education opportunities to increase professional knowledge and skills. Performs related duties and responsibilities as required.

QUALIFICATIONS/EXPERIENCE/TRAINING

Bachelor's Degree and two (2) years' experience or Master's Degree in Library Science from a school accredited by American Library Association (ALA). Demonstrated ability with technology including, but not limited to, computers, software, library databases, and new, emerging technologies. Excellent customer service and effective communication skills (oral and written) are essential. Programming experience is preferred; familiarity with conducting children's story times is desirable.

Criminal background, drug testing and driving record checks required prior to employment.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid driver's license.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; sit; use hands to finger, handle, or feel; and reach with hands and arms, drive; get in and out of vehicles. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and depth perception.

Employee must be free from mental and physical disorders which would interfere with performance duties as described, and have the mental capacity to handle stressful situations.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee will regularly operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON
Job Description

Job Title: **Librarian I - Circulation**
Department: Library
Reports To: Manager of Circulation and Technical Services
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: GMEA Level 12
Prepared By: HR
Prepared Date: March 2015
Approved By: Town Council
Approved Date: March 17, 2015 *CURRENT*

CLASSIFICATION OVERVIEW

Plans, organizes, and supervises the activities of the Circulation Division. Coordinates daily operation of the integrated library system to circulate library materials. Assists library users in the use of library services, facilities, and equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Receives oral or written instructions from the Manager of Circulation and Technical Services. Schedules and prioritizes work within the circulation division. Prepares work schedules and assigns work to library assistants, office assistants, clerks, aides and pages. Supervises the circulation of the library collection of books, periodicals, audiovisual materials and equipment. Oversees and performs such duties as: operation of integrated library system to identify data and due date of loaned books or materials; processes books and materials for the CONNECTICARD state library program; inspects returned books and materials for damage; returns and maintains books in stacks and files; and receives and processes library card applications. Interacts with technical services division to update and improve systems and equipment. Supervises the receiving and recording of overdue fines and fees. Maintains circulation data base and prepares regular statistical reports for supervisor. Recommends employment, promotion and retention of employees through the recruitment and evaluation process. Prepares, assesses, and provides on-going training for circulation employees. Develops, maintains, and updates all circulation procedural manuals. Reports goals accomplished to supervisor.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

ADDITIONAL DUTIES AND RESPONSIBILITIES

Reviews professional publications for the selection and purchase of books, periodicals, and audiovisual materials. Assists library users in the use of library services. Attends meetings and participates in professional library administration. Performs duties in other library divisions as needed. Oversees the booking of exhibits, displays, meeting rooms, and the maintenance of the public information board. Coordinates outreach programs. Will be assigned nights, weekend and holiday shifts. Performs related duties and responsibilities as required.

QUALIFICATIONS/EXPERIENCE/TRAINING

Master's Degree in Library Science from a school accredited by American Library Association (ALA). Experience in the operation of personal computers and peripheral equipment essential. Demonstrated ability to create spreadsheets and databases. Must possess excellent oral and written communication skills, as well as good command of the English language. Supervisory experience in a library setting required.

Criminal background, drug testing, and driving record checks required prior to employment.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid driver's license.

PHYSICAL DEMANDS

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Employee must be free from mental and physical disorders which would interfere with performance duties as described, and have the mental capacity to handle stressful situations.

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usually moderate. The employee will regularly operate typical business office equipment, including computer hardware.

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Department: Library
Reports To: Manager of Circulation and Technical Services
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: GMEA Level 12
Prepared By: HR
Prepared Date: March 2015
Approved By: Town Council
Approved Date: March 17, 2015
Revision Date: *PROPOSED*

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QUALIFICATIONS/EXPERIENCE/TRAINING

Bachelor's Degree and two (2) years' experience or Master's Degree in Library Science from a school accredited by American Library Association (ALA). Experience in the operation of personal computers and peripheral equipment essential. Demonstrated ability to create spreadsheets and databases. Must possess excellent oral and written communication skills, as well as good command of the English language. Supervisory experience in a library setting required.

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MEMORANDUM

TO: Mark R. Oefinger, Town Manager

FROM: Jonathan J. Reiner, Director of Planning and Development
Paige R. Bronk, Economic and Community Development Manager

DATE: June 7, 2017

SUBJECT: Referral for Economic Development Logo/Brand Identity Competition
Award Endorsement 2017-0158

ISSUE

OPDS and GBA successfully conducted an economic development “brand identity” contest to find a logo and slogan for marketing Groton. Town Council is being requested to endorse the Committee’s preferred selections.

BACKGROUND

The Town Council previously supported the launching of a public competition to find “home-grown” concepts for marketing Groton. A key initiative recommended in the 2016 Market Analysis is to improve digital marketing and outreach specifically with the creation of a stand-alone economic development website. A website company has now been hired and the new website will be launched by the fall of 2017. The Market Analysis noted the website should refrain from using the town seal for marketing and should instead develop a modern, recognizable logo that will help strengthen the town’s brand.

OPDS and GBA initiated and promoted the brand identity contest. We invited people to submit their best ideas which also helped to build community support for marketing Groton. The Groton Business Association (GBA) successfully partnered with OPDS on this project. The top prize of \$250 cash will be distributed to the preferred logo. The second place award will be a gift certificate for a 30-minute introductory flight lesson (value \$105.29) donated by Coastal Air.

A selection committee comprised of members of OPDS and the GBA met to evaluate the submittals and determine the finalists. A public digital poll of the finalist submittals was conducted. The selection committee met, reviewed the results, completed final evaluations, and selected preferred options which are being presented to the Town Council for endorsement. Such preferred options will be further refined by a graphic designer into high resolution and ready to market formats.

The preferred and selected options involve a logo from one submittal and a slogan extracted from another submittal. The preferred logo shown on page two was determined to best represent the competition objectives as well as a future marketing image for Groton.

The preferred and selected slogan is “**Explore More...**” This phrase will be used in conjunction with the logo. The Committee liked the slogan’s simplicity and flexibility as it can easily be used in the website as well as with other marketing materials. In addition, the slogan supports a desire to market Groton as a diversified community with more than just one story, attraction, or emphasis.

ALTERNATIVES

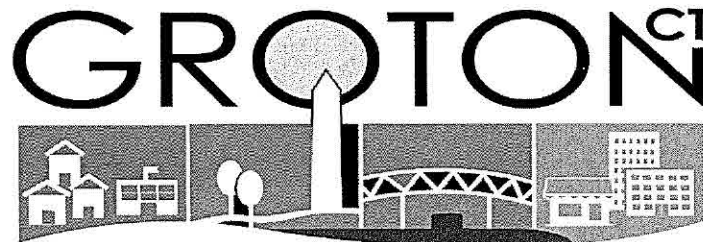
- 1) Do nothing.

- 2) The Town Council endorses the preferred logo and motto as recommended by the Committee.

RECOMMENDATIONS:

Staff recommends Alternative 2), endorsement of the Committee's preferred and recommended logo and slogan.

Attachment



RESOLUTION TO ENDORSE ECONOMIC DEVELOPMENT LOGO/BRAND IDENTITY COMMITTEE SELECTIONS

WHEREAS, the Office of Planning and Development Services is actively working to build a strong and healthy business community through numerous initiatives, including marketing and the creation of stand-alone economic development website; and

WHEREAS, the Town of Groton has completed a town-wide market analysis which includes a recommendation that the website refrain from using the town seal for digital marketing and instead develop a modern, recognizable logo that will help strengthen the town's brand identity; and

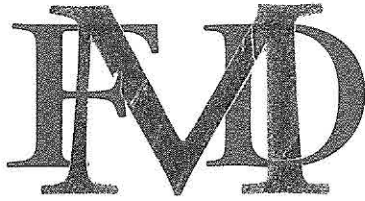
WHEREAS, in conjunction with prior Town Council approval, the Office of Planning and Development Services initiated and partnered with the Groton Business Association to help facilitate a logo competition open to the general public; and

WHEREAS, the contest was successfully completed and the review of 30 submittals was conducted by an OPDS/GBA Committee that involved developing a short-list group of finalists; and

WHEREAS, two finalists were ultimately selected by the Committee which are also being recommended for final endorsement and award by the Town Council including the allocation of \$250.00 for the first place selection for the logo and also a flight lesson to be awarded to the second place finalist for the slogan; and

WHEREAS, these two winning selections will be further refined and later used in ways to best represent Groton's future brand for marketing and to serve the promotional needs of the Town of Groton, now therefore be it

RESOLVED, that the Town Council hereby endorses the preferred logo and slogan as identified by the Committee from the Economic Development Logo/Brand Identity Competition.



MYSTIC FIRE DISTRICT

COW 6/13/17
Attachment 6

34 BROADWAY
MYSTIC, CONNECTICUT 06355
PHONE: 860-536-7559 / FAX: 860-572-0677

June 6, 2017

Town of Groton
45 Fort Hill Road
Groton, CT 06340
ATTN: Mark Oefinger, Town Manager

Mark,

The Mystic Fire District is unable to attend the meetings for PILOT Funds. However, please feel free to attend any of our regular monthly meetings on the second Thursday of each month.

Thank you,

Peter K. Swan
Executive Committee Chairman

FIRE DISTRICTS PILOT #1092

HIGHLIGHTS & GOALS

There are two components to the Fire District PILOT program:

- 1) The State allocates an "in lieu of real estate taxes" payment which is intended to reimburse the Town for services to State-owned properties. The Town cannot collect taxes on State-owned property. Since the Town is not providing fire protection services and as the fire district also depends on real estate taxes as their major revenue source, a share of the State "in lieu of real estate taxes" payment is passed on. Fire Districts provide protection to the State-owned properties and receive no payment from the State for this service. All seven operating fire districts receive a \$1,000 base payment for the formula in recognition that all assume some responsibility for protection of State property through the mutual aid system. The total is reduced by the \$7,000 in base payments and the remainder is distributed according to a prior year allocation. For FYE 2018 the overall payment is the same as FYE 2017 \$121,000.
- 2) Fire District mill taxes are not collected on Town-owned property. Begun in FYE 2002 was a PILOT (payment in lieu of taxes) to be divided among the fire districts according to a formula based on acres of Town-owned land and square footage of Town-owned buildings within each District. For FYE 2018, the overall payment is the same as FYE 2017 \$125,000.

TOWN OF GROTON
SUMMARY COST CENTER
FYE 2018 PROPOSED BUDGET

1-Mar-2017

AREA OF SERVICE: SUBDIVISIONS
DEPARTMENT: SUBDIVISIONS
FUNCTION: FIRE DISTRICTS PILOT 1092

	ACTUAL FYE 2016	ADJUSTED FYE 2017	ESTIMATE FYE 2017	REQUEST FYE 2018	MANAGER FYE 2018

APPROPRIATION					

Operating Expenses	246,012	246,000	246,000	246,000	246,000
Total Appropriation	\$246,012	\$246,000	\$246,000	\$246,000	\$246,000

COST CENTERS					

10920 CITY OF GROTON	37,707	37,705	37,705	37,705	37,705
10921 POQ BRIDGE FIRE DIST	154,550	154,548	154,548	154,548	154,548
10922 MYSTIC FIRE DISTRICT	13,841	13,839	13,839	13,839	13,839
10923 NOANK FIRE DISTRICT	6,361	6,360	6,360	6,360	6,360
10924 OLD MYSTIC FIRE DIST	18,185	18,183	18,183	18,183	18,183
10925 GROTON LONG POINT AS	1,271	1,270	1,270	1,270	1,270
10926 CTR GROTON FIRE DIST	5,625	5,624	5,624	5,624	5,624
10927 WEST PLEASANT VALLEY	8,472	8,471	8,471	8,471	8,471
Total Cost Centers	\$246,012	\$246,000	\$246,000	\$246,000	\$246,000

FINANCING PLAN					

GENERAL FUND	246,012	246,000	246,000	246,000	246,000
Total Financing Plan	\$246,012	\$246,000	\$246,000	\$246,000	\$246,000



THE CITY OF GROTON

Mayor Keith Hedrick

295 Meridian Street, Groton, CT 06340

(860) 446-4103 (860) 445-4058 FAX

June 7, 2017

Mr. Mark Oefinger, Town Manager
Town of Groton
45 Fort Hill Road
Groton, CT 06340

Dear Mr. Oefinger:

At a meeting with the Town Council in April 2016, the City Council, specifically Marian Galbraith, asked for the Town's consideration of the City to terminate its lease ("Lease Agreement") of the Colonel Ledyard School site

The City had anticipated renovations of the site to be utilized as Municipal Office space. Timing and budgetary constraints necessitated the need halt the continuation of the renovations and the City determined it was in its best interest to reallocate funds to Municipal Building projects.

As the site has remained unoccupied for several years with no anticipated future use by the City, we would like to exercise the terms of the Lease Agreement, sec. 11(i), and ask for the Town of Groton to consider termination of the lease by way of mutual written agreement, under the aforementioned section.

Thank you for your consideration and please feel free to contact my office with any questions or concerns.

Sincerely,

Keith Hedrick

cc: Bruce Flax, Mayor
Town Councilors



Town of Groton, Connecticut

Meeting Minutes - Draft

Town Council Committee of the Whole

45 Fort Hill Road
Groton, CT 06340-4394
Town Clerk 860-441-6640
Town Manager
860-441-6630

Mayor Bruce Flax, Councilors Dean G. Antipas, Diane Barber, Greg Grim, Rich Moravsik, Karen F. Morton, Bonnie Nault, Deb Peruzzotti, and Harry A. Watson

Tuesday, May 23, 2017

5:15 PM

Town Hall Annex - Community Room 1

SPECIAL MEETING

1. CALL TO ORDER

Mayor Flax called the meeting to order at 5:21 p.m.

2. ROLL CALL

Members Present: Mayor Flax, Councilor Barber, Councilor Grim, Councilor Antipas, Councilor Morton, Councilor Nault, Councilor Watson and Councilor Moravsik
Members Absent: Councilor Peruzzotti

Also present were Town Manager Mark Oefinger and Assistant to the Town Manager Nicki Bresnayan.

3. Calendar and Communications

None.

4. Approval of Minutes

2017-0137 Approval of Minutes (Committee of the Whole)

RESOLUTION ACCEPTING COMMITTEE OF THE WHOLE MINUTES

RESOLVED, that the minutes of the Town Council Committee of the Whole meeting of April 26, 2017 are hereby accepted and approved.

A motion was made by Councilor Morton, seconded by Councilor Moravsik, to adopt.

The motion carried unanimously

2017-0138 Approval of Minutes (Committee of the Whole)

RESOLUTION ACCEPTING COMMITTEE OF THE WHOLE MINUTES

RESOLVED, that the minutes of the Town Council Committee of the Whole meeting of May 9, 2017 are hereby accepted and approved.

A motion was made by Councilor Morton, seconded by Councilor Moravsik, to adopt.

The motion carried unanimously

5. NEW BUSINESS

2017-0140 FOI Complaint Docket #FIC 2017-0232

Discussed and Recommended no action taken

Town Manager Oefinger noted that both Roseanne Kotowski and Town Clerk Betsy Moukawsher have withdrawn their complaints to the Freedom of Information Commission regarding the April 21st Committee of the Whole budget session.

2017-0133 Introduction of an Ordinance to Designate the Planning Commission the Planning and Zoning Commission and to Abolish the Zoning Commission

Discussed

Councilors briefly discussed the number of members of a combined Planning and Zoning Commission, and they confirmed their desire to have seven regular members (and three alternates)

as noted in the ordinance.

A motion was made by Councilor Watson, seconded by Councilor Nault, that this matter be Recommended for a Resolution.

The motion carried unanimously

Councilor Peruzzotti arrived at 5:27 p.m.

Members Present: Mayor Flax, Councilor Barber, Councilor Grim, Councilor Antipas, Councilor Morton, Councilor Nault, Councilor Peruzzotti, Councilor Watson and Councilor Moravsik

2017-0134 Setting of a Public Hearing on an Ordinance to Designate the Planning Commission the Planning and Zoning Commission and to Abolish the Zoning Commission

Discussed

A public hearing on the ordinance is recommended for July 18th. After discussion, the Council decided to hold the public hearing at a special meeting of the Town Council on June 20th.

A motion was made by Councilor Watson, seconded by Councilor Nault, that this matter be Recommended for a Resolution.

The motion carried unanimously

2017-0135 FYE 2017 Suspense List

Discussed

Cindy Landry, Director of Finance, and Melissa McGuire, Tax Collector, were present. Ms. Landry explained the requirement for the Town to report annually the list of taxes that should be suspended. The accounts will no longer be actively billed, but the taxes are still owed to the Town. The list totals \$935,947.81. There was a significant increase from FYE 2016 due to two parcels taken by the Town through foreclosure.

A motion was made by Councilor Peruzzotti, seconded by Councilor Nault, that this matter be Recommended for a Resolution.

The motion carried unanimously

2017-0141 Par Four Lease Renewal

Discussed

Town Manager Oefinger explained that a 10 year lease with Par Four restaurant at the Shennecossett Golf Course has expired. Staff has been in discussions with the Par Four owners for six months on a new lease. The Town Manager recommended that the Council go into executive session to discuss the lease terms.

A motion was made by Mayor Flax, seconded by Councilor Nault, to go into executive session at 5:36 p.m. to discuss the Par Four lease and to invite Town Manager Mark Oefinger and Assistant to the Town Manager Nicki Bresnayan to attend.

The motion carried unanimously

Discussed

The executive session concluded at 6:13 p.m.

2017-0009 Joint Meeting with Board of Education (2017 Standing Referral)

Discussed

Board of Education members Kim Shepardson Watson, Rita Volkmann, Lee White, Andrea Ackerman, Rosemary Robertson and Gretchen Newsome were present along with Groton Public Schools staff Dr. Mike Graner, Sam Kilpatrick, Susan Austin

Dr. Graner stated he met with State Department of Administrative Services Commissioner Currey yesterday. Prior to the referendum on the Groton 2020 plan, Groton was in racial balance. Following the referendum, the school projects were placed on the state's priority list. Groton was recently notified that Claude Chester is out of racial balance. As a result, Dr. Graner asked to

amend the project request to change Cutler from a renovation project to a diversity school, which will increase the reimbursement rate for that school to 80%. It appears Commissioner Currey will support the amended project.

Mayor Flax left the meeting at 6:25 p.m. By consensus Councilor Watson was named Chairman pro-tem.

Roll Call: Members Present: Councilor Barber, Councilor Grim, Councilor Antipas, Councilor Morton, Councilor Nault, Councilor Peruzzotti, Councilor Watson and Councilor Moravsik
Members Absent: Mayor Flax

2017-0132 Status of Groton 2020 School Construction Project

Discussed

Rick Norris and Gary Schneider from Public Works, and John Butkus from Arcadis were present.

Mr. Butkus reviewed a PowerPoint presentation about Arcadis and the services the company will provide for the Groton 2020 plan as Owner's Representative. Next steps are the hiring of an architect and construction manager dependent upon receipt of grant funds.

Mr. Norris noted lessons learned during the Phase I school project and the need for additional staff and resources. Members are also needed for the Permanent School Building Committee.

Mr. Butkus responded to Councilors' questions. His firm does value management versus value engineering, with incremental estimates at every stage of design and more state reviews. The use of Made in America materials is a Council policy, not a requirement of the grant. Mr. Butkus reviewed the state's prioritization process for funding school projects and noted that state deferrals do not jeopardize the reimbursement rate.

2017-0139 FYE 2017 Budget - State Reductions

Discussed

Town Manager Oefinger explained the Governor's recent proposal for a \$440,000 reduction for Groton in FYE 2017. There are only two months remaining in the fiscal year to make up the funds. The RTM has finished budget deliberations and the Town is updating revenue estimates. Historically Town Operations return money to the General Fund, but that amount is unknown at this time. The Town Manager suggested that the Council and Board of Education discuss how to address the cut collectively.

Dr. Graner stated that he thinks impact aid revenues may help. Groton Public Schools expects to return \$10,000 to \$15,000 to the General Fund.

It was noted that the mill rate will be discussed at a special meeting of the Committee of the Whole on June 6th at 6:30 p.m., followed by the regular meeting of the Town Council at 7:30 p.m.

Councilor Antipas summarized the discussion, noting that that Board of Education cannot absorb the \$440,000 cut so there is no reason to come up with a contingency plan. He asked where the money would come from if the cut is made and Ms. Volkmann stated the taxpayers.

The Committee of the Whole recessed at 7:09 p.m. and reconvened at 7:18 p.m.

2017-0005 Pending Litigation (2017 Standing Referral)

A motion was made by Councilor Peruzzotti, seconded by Councilor Nault, to enter executive session at 7:18 p.m. to discuss pending tax appeals concerning Groton Long Point and Pfizer with the justification that it is pending litigation and the Council is being provided with attorney-client privileged information, and to invite Town Manager Mark Oefinger, Finance Director Cindy Landry, Assessor Mary Gardner, and Town Attorney Matt Auger.

Town Manager Oefinger noted that Councilor Moravsik as a resident of Groton Long Point (and a

plaintiff) would have to decide whether or not to participate in the privileged discussion. Councilor Moravsik said he would participate. Discussion followed on the impact of having a plaintiff present during attorney-client privileged discussions. Mr. Auger stated that it is assumed that Councilor Moravsik would act exclusively as a Town Councilor and honor the confidentiality. An alternative view is that it is impossible for Councilor Moravsik to separate himself from the Groton Long Point class action. Councilor Antipas expressed concern with waiving attorney-client privilege by virtue of including Councilor Moravsik in the session. Mr. Auger explained that the matter has been tried, and the Town is waiting for a decision. All strategy is a matter of court records so that even if someone attempts to invade the confidentiality of attorney-client privilege, they would not discover anything that is not part of the record. Regardless of the outcome of the lawsuit, it is likely that either side will appeal, but Mr. Auger will not be discussing appellate strategy in this session.

The motion carried unanimously

Discussed

The executive session ended at 8:15 p.m.

2017-0075 Disposition of William Seely School Property

A motion was made by Councilor Watson, seconded by Councilor Moravsik, to enter executive session at 8:15 p.m. to discuss 2017-0075 Disposition of William Seely School, and to invite Director of Planning and Development Jon Reiner and Town Manager Mark Oefinger to attend.

The motion carried unanimously

Discussed

Mayor Flax returned to the meeting at 8:30 p.m. and joined the executive session.

The executive session ended at 8:34 p.m.

Roll Call: Members Present: Mayor Flax, Councilor Barber, Councilor Grim, Councilor Antipas, Councilor Morton, Councilor Nault, Councilor Peruzzotti, Councilor Watson and Councilor Moravsik

2017-0142 Potential Appointment of Current Town Manager to SEAT and Retirement Boards

Discussed

Town Manager Oefinger has offered to stay on as a member of the SEAT Board and the Retirement Board to provide continuity during the transition to the new Town Manager. The Council was supportive.

A motion was made by Councilor Watson, seconded by Mayor Flax, that this matter be Recommended for a Resolution.

The motion carried unanimously

2017-0044 Town Manager Search Committee

Recommended for Deletion

6. ADJOURNMENT

The meeting adjourned at 8:38 p.m.